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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Termination of the War.

WE PRINT elsewhere an Order in Council, fixing 14th July as the date of the termination of the war between Great Britain and Austria. By an Order made on 9th January (*ante*, p. 277), 10th May last was fixed at the date of the termination of the war with Germany. This is under section 1 (3) of the Termination of the Present War, &c., Act, which allows for separate dates being fixed for separate countries. The Treaty with Austria was signed at St. Germain-en-Laye on 10th September, and that with Bulgaria at Neuilly-sur-Seine on 27th November, 1919 (see Treaties of Peace (Austria and Bulgaria) Act, 1920). When Turkey is brought in, a date can be fixed for the general termination of the war under section 1 (1) of the Act, though in view of the present European situation it may be as well to await further developments.

The Draft New Poor Persons Rules.

NOTICE IS given in the *London Gazette* of the 27th inst. that it is proposed to make the new Poor Persons R.S.C. as there printed. These will be in substitution for Ord. 16, Pt. IV., sections 22 to 31 (1.) and will come into operation on 1st January, 1921. A "poor person" must be not worth a sum exceeding £50 (excluding wearing apparel, tools, and the subject of the suit), or up to £100, if a judge directs, as at present, and also his usual income must not exceed £2 a week, or up to £4 by special direction. The exceptions of bankruptcy and other proceedings are as in the existing Rule 22. An applicant in a matrimonial cause must deposit £5, and if this is insufficient, any further sum required to cover expenses properly incurred. Lists of solicitors and counsel who are prepared to inquire and report, or to assist, will be kept as at present; and on inquiries the applicant must, where possible, be personally seen. This is new. A rule is introduced excluding persons outside the jurisdiction without the directions of a judge in person, and duties are imposed on solicitors to report annually as to cases in progress; and a new rule is made as to payment of expenses. A solicitor may not take anything at all from the poor person. Any out-of-pocket

expenses will be paid by the prescribed officer, but these will not include anything for office expenses. In matrimonial causes every petition or answer must be drawn by a barrister and signed by him. Special days will be set apart for such causes.

The Permanent Court of International Justice.

ARTICLE 14 of the Covenant of the League of Nations provides:—

> "The Council shall formulate and submit to the members of the League for adoption plans for the establishment of a Permanent Court of International Justice. The Court shall be competent to hear and determine any dispute of an international character which the parties thereto submit to it. The Court may also give an advisory opinion upon any dispute or question referred to it by the Council or the Assembly."

The desirability of such a Court and the difficulty of formulating plans for its establishment have alike been recognized, but a first, and no doubt effective, step was taken in the appointment of the Commission of Jurists, which included Mr. ELIHU ROOT and Lord PHILLIMORE, to prepare a scheme. In his address at the opening session of the Commission, M. LEON BOURGEOIS emphasised that the permanent Court was not to be a Court of Arbitration, but a Court of Justice, and to the project of setting up a Court of Justice he said there were no real opponents, though there were certain eminent jurists who would prefer to reserve, until some fresh arrangement, the organization of the League of Nations itself. The League, however, has been organized, though its full realization is still postponed—postponed till the other great States of the world who are now outside become members—and the Permanent Court of Justice will soon, it may be anticipated, be in existence. For five weeks the Commission has been at work, and it has produced a draft statute for the constitution of the Court which will be submitted to the Council of the League, and later to the Assembly which has been summoned by President WILSON to meet at Geneva on 15th November.

The Constitution of the Court.

THE DRAFT statute proposes that the Court shall consist of fifteen members—eleven full or titular members and four substitutes—with a possible increase to twenty-one (fifteen titular and six subetitutes). As to the selection of the judges, the difficulty has been to reconcile the claims of the Great Powers, who each claimed the appointment of a judge, and the smaller Powers, who, to the argument that the Great Powers supplied the ultimate sanction for the decisions of the Court, replied that all States are equal. In this dilemma use has been made of the Hague Court of Arbitration, and the representatives on that Court of the members of the League, original and subsequently adhering, will draw up a list of persons eligible, not more than two for each Power or group of Powers. In this task they will obtain assistance from the High Courts of Justice, Faculties and Schools of Law, and other accredited legal bodies. The list of from 50 to 100 names thus prepared will be submitted to the Council and the Assembly of the League, which will proceed independently to the election, first of the titular, and then of the substitute judges. Since, on the Council, the Great Powers are preponderant, while the Assembly secures greater equality, and since an absolute majority of votes in both Council and Assembly is to be necessary for election, it is hoped that the tendencies of the two bodies will correct each other, and that appointments satisfactory to great and small Powers alike will result. If the three ballots allowed are indecisive, the matter is to be referred to a Joint Committee of the Council and the Assembly—three members from each—and, failing decision by this Committee, the judges already elected will fill the vacancies. Provision is also made for securing that each of the actual parties to the dispute shall have a judge named by itself on the Bench—a concession which seems to prejudice the impartiality of the Court. With regard to jurisdiction, questions of any nature can be submitted to the Court by agreement, but an obligation to submit questions will be obligatory on members of the League only, as regards:

(1) Interpretations of treaties.
(2) Questions of international law.
(3) Questions of fact which, if the fact were proved, would constitute a violation of international law.
(4) Questions of redress or of reparation due for a violation of international law.

The Sanctions of International Law.

WE HAD the pleasure recently of calling attention to an article in the *Edinburgh Review* on "The Future of International Law," by Mr. RONALD F. ROXBURGH (*ante*, pp. 510, 528). We have received a copy of a paper by Mr. ROXBURGH on "The Sanctions of International Law," reprinted from the *American Journal of International Law* (January and April, 1920), to which the draft Statute for the Permanent Court of International Justice gives special interest. M. LEON BOURGEOIS closed his opening address to the Commission of Jurists, to which we have referred above (passages from it were printed in the *Times* of 18th June), with some remarks on "the decisive problem of sanctions." "What," he said, "would be the efficacy, what would be the reality of a sentence of the Court of Justice if it did not find in a strong organization of international institutions—what one calls, to use a technical term, the executor of these decisions?" And while he deprecated recourse to force, yet this might be necessary as a last resource—the opposing of the force of right to the force of violence. And to the same effect is Mr. ROXBURGH'S paper, though he makes the equally sound point that International Law cannot look to this method of enforcement unless it is founded on general consent. General consent is the foundation of all law, though for its maintenance against wrongdoers force must be available. "In truth," says Mr. ROXBURGH, "there is no alternative to consent as the basis of the law of nations, and there is and can be no substitute for external power as the ultimate means of enforcing it." Of course, military intervention is not the only form which the enforcement of International Law can take. Moral disapprobation may do something, though, as Mr. ROXBURGH with too much truth points out, moral disapprobation is of little use where a law-breaker achieves instant success; and there may be commercial and financial pressure. These are contemplated in Article 16 of the Covenant, which threatens the severance of all trade or financial relations with a member of the League resorting to war in breach of its obligations as specified in that Article. Mr. ROXBURGH appears to think that Article 16 really introduces no new sanction. This may be so, but it seems to give a new definiteness to forms of sanction already existing. But doubtless he is right in saying that, as in the past, so in the future, these sanctions will be employed if, and only if, the general body of the community so desires. In these and the above remarks we have by no means exhausted current important questions relating to the Covenant. There was, for instance, the illuminating debate in the House of Lords on the 22nd inst. on Lord PARMOOR'S motion calling for information as to the extent to which the provisions of the Covenant have become operative; in particular, why use was not made of Article 11 to prevent the attack of Poland on Russia; but perhaps it is as well that space fails us when we approach a subject which may be controversial.

The Prerogative of Mercy.

WE NOTICE that the *Westminster Gazette*, in a recent leaderette (27th inst.), puts forward a point of view for which we have contended in this journal. It frequently happens that a convicted murderer has some ground for an appeal, either to higher legal authority or to the Home Secretary. In the former case, he must ask that his conviction be quashed or reduced to manslaughter on some technical ground of law, such as an error in the rule of law applied to his case by the Court, or a misdirection on the law or the facts by the trial judge, or the weakness of the evidence against him. But the Court cannot quash a conviction merely because it feels there is some doubt of the prisoner's guilt. That is a question for

the jury, not for the judge or the Court which takes the trial judge's place on an appeal. If there is no technical flaw in respect of which a conviction can be quashed or reduced, the Court must uphold it. On the other hand, the Home Secretary exercises the prerogative of mercy, and is not bound by narrow legal rules. If a conviction is not equitable and in harmony with the reasonable view of humanely disposed men, it is his duty to advise a respite of the sentence. But, unfortunately, the prisoner is frequently between two stools. The Court of Criminal Appeal is apt to say that his case is one for the Home Secretary, not for them. The Home Office is apt to say that they do not see their way to advise an interference with the decision of a court of law fully cognisant of all the facts. Each plays the part of CODLIN and leaves to the other that of SHORT. Between the two a prisoner may be hanged where decent public opinion considers it an act of barbarity to hang. This is especially the case where questions of insanity enter in, a matter in which our criminal jurisprudence is notoriously out of keeping with the best opinions of modern practitioners in the world of psychological medicine. The real remedy seems to be that the prerogative of mercy should be exercised absolutely independently of the decision given by the Court of Criminal Appeal, and entirely on the merits of the case. To this no exception should be made. When a jury recommends the prisoner to mercy, or the trial judge does so, or the Court of Criminal Appeal does so, then the Home Secretary should act in accordance with any one of these recommendations as a matter of course. In the case of a jury's recommendation, we believe, this is by no means always the case.

Crime as the Result of Dreams.

A NEW TURN has been added to the administration of our criminal law by mere ordinary local justices. In two recent cases, notably one at Willesden, the bench has adjourned the case in order that the accused should be examined by a mental specialist to ascertain whether or not the thieving instincts of the accused were the result of criminal malice or of kleptomania, a kind of irresistible impulse to steal. In one of these cases the accused was a woman of mature years; in the Willesden case, on the contrary, she was a child of ten. The latter case was very interesting. The theory of the expert examining her has been published in the daily Press. He holds that the child is quite a normal child, but possessed of a neurotic "complex" (or subconscious personality), which when it comes uppermost impels her to steal. He appears to have detected this "complex" by the method of "psycho-analysis" now practised by "psychiatrists," a form of investigation invented twenty years ago by the distinguished Austrian psychologist and authority on the interpretation of dreams, SIGMUND FREUD. In other words, the existence of the complex was detected by means of obtaining from the child a daily record of its dreams the night before, and analysing those dreams so as to select the significant element. In this case a visit to the kinematograph seems to have resulted in a shock to the child's neurotic system, analogous to shell-shock, and hence arose a morbid dream—the dream of a crime represented on the film. The dream then repeats itself until it becomes automatic. If it attacks the child while awake, there is an irresistible impulse to steal. The expert, we may add, hopes to cure the child in the way practised by psychiatrists, namely, by substituting for the anti-social tendency to steal some harmless tendency which satisfies the instinct without injuring society. How far this treatment and cure of crime by the substitution of a higher tendency on similar lines for the lower anti-social tendency—the "sublimation" of an instinct, as the psychiatrists call it—is really possible we do not venture to guess. But certainly the investigation of the subjective element in crime, whether committed by children or women or men, is useful, and in time may have fruitful results. The conviction and severe punishment of soldiers who have suffered from shell-shock, and therefore are in a state of neurasthenia which renders them unable to resist the suggestion of a robbery, rape, or murder, is one of the gravest blots on our recent administration of the criminal law. Most of the ex-soldiers who have recently been flogged or hanged for crimes of violence are men who were decent citizens before the war, who went out to render their country patriotic service at the cost of great suffering to themselves, who suffered from shell-shock, and who consequently were in a neurotic state which compelled them to commit acts which in their normal moments they would reprobate. The vindictive severity which some of our judges and certain representatives of public opinion have shewn towards these unfortunate victims of loyal public service is a painful commentary on the lack of gratitude towards our soldiers, when the selfish interests and fears of the community are aroused, which usually follows on the close of any great war.

Provocation in Murder Cases.

WE REGRET to have to chronicle another leading decision of the Court of Criminal Appeal which can only be described as reactionary in spirit, namely, *R.* v. *James Ellor* (*Times*, 27th inst.). It has long been settled law in England that where homicide is committed under such extreme provocation as to deprive a normal man of his self-control, so that he, in a sudden passion, slays the provocative person, then the offence is not murder, but manslaughter, *i.e.*, is not punishable capitally, but with the sufficiently severe sentence of penal servitude for life. But some doubt has existed as to what is provocation. The older view limited it to provocation by assault. But in *R.* v. *Rothwell* (12 Cox C. C. 45) the Court went further, and held that the sight of a spouse committing adultery was such provocation as reduced homicide by the innocent husband or wife to manslaughter. There has been a recent tendency to get rid of this doctrine, partly based on the practice of some counsel to rely on it in order to drag in the mischievous and immoral theory of revenge, popularly called the "Unwritten Law." But in *R.* v. *Ellor* (*supra*) the Court seems to us to have gone much too far in the contrary direction. Here an invalided soldier, suffering from heart disease, was abandoned by his wife. His step-son told him she was living with another man—an inaccurate statement, but one believed by the prisoner. He then called on her, begged her to return, but was told that she would never do so, and that she meant to "enjoy herself." He begged her on his knees to return, or, at any rate, to restore his children to him; she refused, and told him to put his head under a train. In a sudden passion he then killed her. There was no doubt that his act was unpremeditated; he brought no weapon with him. His account of the interview, although relying chiefly on his own evidence, was not shaken or seriously disputed. In these circumstances it is difficult not to feel that the provocation was such as to overcome the will of any ordinary man. But the trial judge, and now the Court of Criminal Appeal, held that such provocation—by words alone—in the absence of actual adultery discovered on the spot by the wronged husband or wife, is not sufficient to reduce the crime to manslaughter. One argument, apparently used by the prosecution, the trial judge, and the Court of Criminal Appeal, namely, that any such extension of the doctrine of provocation means holding that a husband (or wife) is entitled to kill an unfaithful spouse, is a contention that we fail to follow. Manslaughter is a crime punishable with penal servitude for life—surely a penalty sufficient to deter any ordinary man from killing an unfaithful wife out of mere revenge.

The Disputes of Rival Trade Unions.

IN OUR recent series of articles on "Recent Developments of Trade Union Law" we pointed out that this branch of the law—like the surface of the earth in a volcanic region—is still in a very unsettled state. Every now and then seismic activity, to continue in the vein of our simile, awakes in the disturbed region, with the result that eruptions of new legal doctrine, or, at any rate, earthquakes, which overturn and readjust settled doctrine, occur on a gigantic scale. The oft-quoted *Quinn* v. *Leathem* (1901, A. C. 495) marked one of those eruptions now some twenty years ago. Activity in the courts only ended with the Trade Disputes Act of 1906, which

most people imagined had stopped this form of litigation for ever, since it placed trade unions in an impregnable position. And, indeed, for long afterwards employers refrained from embarking on this stormy sea. But a most unexpected development suddenly occurred. There arose a new series of disputes, those between Craft Trade Unions and Industrial Trade Unions. In their bitter internecine warfare they eagerly sought judicial protection against each other, and hit upon the ingenious point that such of one another's actions as they disapproved of were not *bonâ fide* trade disputes, but had some other end. The courts became busy again with trade union cases, until, in 1909, the House of Lords gave such a wide definition of trade disputes in *Conway* v. *Wade* (1909, A. C. 506) as practically to bar, bang and bolt the door against these actions. For a time peace reigned once more—at least, in the forensic sphere—but the war created new problems. Shop stewards arose, who were representative of the workers in a union, yet defied its authority and even the authority of its local branches. Once more His Majesty's Judges were called in to arbitrate in Court between the incensed charges of disputing workmen. And so there arose the recent series of revolutionary cases we have been describing in our late articles, namely, *Valentine* v. *Hyde* (1919, 2 Ch., 1920) and *White* v. *Riley and Wood* (*Times*, 30th April), two decisions of Mr. Justice ASTBURY, and other decisions of Mr. Justice MCCARDIE and Mr. Justice P. O. LAWRENCE, which are not immediately relevant to the appeal on which we are commenting. The result, as our readers will recollect, was that the law of "Intimidation" was so extended as to include a mere combination to force a person to do any act he did not wish to do by means of the moral pressure of numbers. This doctrine, as we explained in our articles, can be reconciled with *Allen* v. *Flood* (1898, A. C. 99) and with *Giblan* v. *National Amalgamated Labourers' Union* (1903, 2 K. B. 690), but only with difficulty. Mr. Justice ASTBURY, in *White* v. *Riley and Wood* (*supra*), pushed this new doctrine to extremes, and seemed to consider that any concerted refusal of men to work with a fellow-workman, even when it involved no breach of contract, due notice of the intention to stop work being given, amounted to "malicious conspiracy." This view on the facts the Court of Appeal has now overruled: *White* v. *Riley and Wood* (*Times*, 27th inst.).

Crime and Limitation Statutes.

IN ENGLISH law persons liable to civil actions are protected by the statutes of limitation after a certain lapse of time. Thus, an ordinary tradesman's debt cannot usually be recovered after a lapse of six years from the time of the debt being incurred. But the law of England has not in general extended this principle to proceedings for criminal acts. An octogenarian can usually be convicted and punished in respect of a punishable offence committed when he was a youth of eighteen. There are some offences in respect of which proceedings must be taken within a prescribed time, such as treason, blasphemous libel, night poaching, Customs offences, &c. (a list is given in LIGHTWOOD'S Time Limit on Actions, p. 403 *et sq.*), but these do not include murder or other serious crimes. This feature of our criminal law is forcibly brought home to one by an account in the *Times* (10th inst.) of a Frenchwoman who escaped conviction for murder only on the ground that the murder had been committed fifteen years previously. The woman had quarrelled with her husband, stabbed him in a fit of rage, and hidden the body in a travelling trunk. This trunk she represented to a friend as containing valuables which she wished to hide, and with the friend's assistance the trunk was placed inside a wall and the wall built up again. A story was circulated that the husband had gone to America. Fifteen years afterwards the trunk was discovered with the skeleton inside it. But the criminal was protected by Article 637 of the French Criminal Code, the effect of which is that after ten years neither criminal nor civil proceedings can be brought in respect of a crime. The main provision of the French code is worth quoting, and is as follows: "*L'action publique et l'action civile résultant d'un crime de nature à entraîner la peine de mort ou des peines afflictives perpetuelles, ou de tout autre crime emportant peine afflictive ou infamante, se prescriront après dix années révolues à compter du jour ou le crime aura été commis,*" provided no proceedings have been taken in the interval, &c. Two expressions in the above quotation require, perhaps, some explanation. "Peine afflictive" is personal punishment as distinguished from mere punishment by fine, &c.; an English paraphrase would be "imprisonment." "Se prescriront," in connection with "l'action publique," &c., would be best translated "are abrogated"—the right of taking criminal and of taking certain civil proceedings are both abrogated after a lapse of ten years, &c.

The Real Property Bill.

THE course taken with regard to Part I. of the Real Property Bill in the House of Lords on Monday was in accordance with the suggestion we made last week. We pointed out that there had been no proper inquiry yet into the merits of the scheme embodied in this Part—"Assimilation and Amendment of the Law of Real and Personal Estate"—and that the best thing to do would be to hold it over pending such inquiry. This, in fact, is what has been done, though all the inquiry promised at present is a discussion between the Lord Chancellor and Lord CAVE, who moved the deletion of this Part, with a view to seeing what amount of agreement can be attained. Lord BIRKENHEAD only consented to the motion on the understanding that this discussion should take place, saying, "I hope we shall be able to reach a degree of common view which will enable the proposals in the Bill to become law." Lord HALDANE, Lord BUCKMASTER, and Lord MUIR MACKENZIE were not a little restive at the sacrifice of what they considered a material part of the Bill after they had, as members of the Joint Select Committee, spent so much time over it. "As for omitting Part I.," said Lord HALDANE, "or largely modifying it, all I can say is that the Bill will be worthless if that is done." But the fault really lies with the Committee for not including in their Report any statement of the reasons which can be urged in favour of the novel scheme which Part I. incorporates. Lord CAVE ended the short discussion by saying that he would be only too glad to do what he could to co-operate with the noble Lords just mentioned and the Lord Chancellor in endeavouring to agree upon some form of Part I. which will be acceptable to the profession as a whole.

As to what will happen to the rest of the Bill now that Part I. is held over it would be premature to make any suggestion. It passed through Committee of the House of Lords on Monday, the only points discussed being as follows:—On Clause 76, which abolishes the enrolment of disentailing deeds, Lord MALMESBURY tried unsuccessfully to restore the requirement of registration of such deeds, which was contained in the original Bill. Lord CAVE also unsuccessfully tried to delete clause 101, which gives to the public rights over commons, and will preserve these rights notwithstanding the abolition of copyhold tenure. Lord BUCKMASTER obtained the insertion, after Clause 146, of a new clause saving from revocation by marriage a will expressed to be made in contemplation of that marriage; a very proper provision, though the Bill is not supposed to be one for the amendment of the Wills Act. And, lastly, there was a discussion of the proposals in clause 177 with respect to the exxtension of compulsory registration.

Leaving this for the moment, it may be useful to see what is the real effect of omitting Part I., and in this connection we may correct a mistake we made last week. We referred to the scheme for taking settlement off abstracts as being contained in Part II., "Amendments of the Settled Land Acts." It has been pointed out to us that this is not so. The foundation of the scheme is in clause 16, which is in Part I., and it is worked out in Schedule V. So this goes. Similarly the new provisions for creating and realizing mortgages are in clause 13 and Schedule II., and these go; but the provisions for simplifying transfer and reconveyance are in Part III.—"Amendments of the Conveyancing Acts"—and stand. The very useful provisions of clause 14 and Schedule III. as to

undivided shares in land, which are intended to get rid of the inordinate expense and difficulty of proceedings under the Partition Acts, go. In fact, Part I. has suffered from having much that is clearly useful included with the earlier provisions for rearranging the legal estates which may exist in land, and emphasizing the distinction between these legal estates, which are all that a purchaser would be concerned with, and the equitable interests which would exist "behind the veil." The effect of holding over Part I., however, will be to concentrate attention on these provisions, and if there is an alternative method of simplifying the law, there will now be an opportunity for it to be produced.

There remains the question of the procedure for extending the area of compulsory registration. Under the Land Transfer Act, 1897, as is well known, the initiative lies with the county council of the county to which it is desired to extend the system. This was part of the arrangement made when that Act was under discussion. It is now proposed by clause 177 (4) to repeal this arrangement, and to place the initiative with the Government, giving the county council and any law society whose district is proposed to be affected the right to require a public inquiry. Lord GALWAY, on behalf of the County Councils Association, moved the omission of the subclause, and this produced from the Lord Chancellor a statement, quite in the style of advocates of registration of Victorian times, of the benefits which registration of title involves. Into that we need not follow him. Every conveyancer knows that it has some advantages; he also knows better than the Lord Chancellor, for he is taught by daily experience, that it has its disadvantages. So with private conveyancing. The question is to balance one against the other. The understanding hitherto has been that the existing system of registration of title was too imperfect for compulsory extension, and that this step should not be taken till it had been amended, and the amended system proved by experience. Meanwhile the system of private conveyancing was also to be amended, so as to give each amended system fair trial. It follows that the holding over of Part I. of the Bill should be accompanied by the postponement of any attempt to extend registration. Lord GALWAY'S motion, however, was defeated, and the transfer of the initiative in compulsory registration from the county councils to the Government at present stands. This is a further reason for agreement being arrived at as to the form which Part I. of the Bill should take.

The Rent Restriction Act, 1920.

1.—THE STATUTORY TENANCY CREATED BY THE ACT.

THE recent Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, which was enacted on 2nd July of this year and remains in force until 24th June, 1923 (section 19 (2)), except as regards business premises, in the case of which its provisions expire on 24th June, 1921 (section 13. (3)), is the sixth enactment relating to the same subject-matter which has come into being since the commencement of the war. The five earlier statutes, or portions of statutes, are the following:—

(a) The Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915.

(b) The Courts (Emergency Powers) Act, 1917, ss. 4, 5 and 7.

(c) The Increase of Rent and Mortgage Interest (Amendment) Act, 1918.

(d) The Increase of Rent and Mortgage Interest (Restrictions) Act, 1919.

(e) The Increase of Rent and Mortgage Interest (Amendment) Act, 1919.

As regards these five enactments, that of 1918 was repealed by the earlier of the two statutes of 1919. The other four, under which term we include the three relevant sections, cited above, of the Courts (Emergency) Powers Act, 1917, are repealed by the present Act. In each case the repealed enactments are named in a schedule to the repealing Act. But the effect of the Interpretation Act, 1889, s. 38, and some additional provisions in section 19 (3) of the present statute, upon which we will comment in a later article, is to keep in force the protection enjoyed by houses under those statutes until they are entitled to new protection under the present Act, as well as to keep alive or render valid payments, orders of the Court, and the like, which were properly made in accordance with the repealed Acts during the period of their operation. Subject to this qualification, the new Act sweeps away the pre-existing emergency legislation affecting its subject-matter, and contains in itself a complete code of the legal rules governing this novel form of statutory tenancy. We will, therefore, assume that our readers are reasonably familiar with the provisions of the earlier enactments, and comment, *de novo*, on the provisions of the present statute.

We have spoken of the "statutory tenancy" created by the Act. The view that these statutes do, in fact, create a new "statutory tenancy" was clearly expressed by the Divisional Court in *Hunt* v. *Bliss* (36 T. L. R. 74), and has come to be accepted law by all practitioners who have much experience of the Acts. But no reference to a new "statutory tenancy" was found in the earlier Acts; and even in the present Act the only reference is the rubric of section 15, "Conditions of Statutory Tenancy." How, then, did it come about that one was implied? The statutes appear only to say that, in existing tenancies, where the premises are of a certain type and value, the landlord is to be prevented from raising the rent or doing certain other things except in manner authorized by the statute. But this way of talking is very loose. So long as a tenancy exists the landlord has no power to raise rent or turn out the tenant; and the statutes do not confer on landlords any additional powers. What they do, on the contrary, is to *restrict* such powers as landlords by common law possess. Accordingly the statutes, including the present one—the only Act now in force—never come into operation at all so long as a contractual tenancy continues to exist. That tenancy has to be lawfully determined before the Act begins to operate. In the case of a mere tenancy at will, such tenancy—apart from the Act—can be determined at the will of the landlord, but has to be determined all the same. Tenancies, weekly, quarterly, yearly, have to be determined by proper notice on the part of either landlord or tenant. An agreement for a long period of years cannot be determined until the lessee's interest has expired by forfeiture, surrender or efflux of time. It is only when a tenancy has definitely expired in some one of these ways that the new relationship between landlord and tenant comes into existence. Such new relationship is, therefore, a new contract, and one the provisions of which, so far as are relevant to the subject-matter of the statute, are not within the power of the parties to vary. They are formulated by law. Such a tenancy can only be called a "statutory tenancy," for it is a new tenancy definitely created by the statute, and governed in its essential provisions by the conditions laid down by the statute; and the rubric of section 15 has now regularized the position by expressly speaking of the tenancy as a "statutory tenancy."

Now, what are the words of the present Act which provide for the creation of this statutory tenancy? One might expect them to be in the very first section. But they are not. On the contrary, the first (a very long) section is concerned chiefly with the *quantum* of rent chargeable under the new statutory conditions. This is rather illogical. One would naturally expect the contractual relationship to be first established by a provision of the Act, and then its results in law to be laid down. The actual arrangement certainly puts the cart before the horse. But the reason is historical. When the first Act, that of 1915, was passed, neither the draftsman nor anyone else saw that he was creating a statutory tenancy. It was not until tenants took to giving notices to quit and then staying on, that the true nature of the relationship created by the Act was clearly perceived: see *Artizans, &c., Dwellings Co.* v. *Whitaker* (1919, 2 K. B. 301); *Hunt* v. *Bliss* (*supra*);

Flanagan v. *Shaw* (1919, 36 T. L. R. 34); *Crook* v. *Whitbread* (1919, 121 L. T. 278). And in the latest statute it has been thought best, in the interests of continuity and uniformity, to preserve, so far as feasible, the arrangement and wording of the earlier Acts.

We must pass over sections 1 and 2, then, which deal respectively with the statutory restrictions on increase of rent and mortgage interest, and the permitted increases of rent, and go on to section 3 in order to find the creation of a statutory tenancy under the Act. Even then the tenancy is not created in so many words. Not at all. Here is the actual phraseology of section 3 (1), the all-important sub-section for our present purpose:—

> "Nothing in this Act shall be taken to authorize any increase of rent except in respect of a period during which, *but for this Act*, the landlord would be entitled to obtain possession, or any increase in the rate of interest on a mortgage except in respect of a period during which, *but for this Act*, the security could be enforced."

The effect of the words we have italicised is quite clear. They can only mean one thing. The tenancy must be lawfully at an end before the landlord is entitled to obtain possession, whether that termination is the result of forfeiture, surrender or notice to quit on either side. The legal right of redemption, in the case of a mortgage, must have been lost, so that the mortgagee can sue for foreclosure, before the new increase can take place. Of course, in practice, both tenant and mortgagor may waive their right to notice or demand for repayment, as the case may be, and elect to come within the statutory protection without compelling the landlord or mortgagee to take formal steps for determining the tenancy. But whether by such formal steps, or by waiver, or by mutual assent amounting to a novation, the old tenancy must expire in the eyes of the law before the new one comes into existence. And the same principle applies to a mortgage, although here everything is much less definite; and it is not easy to say just how far and in what circumstances the old mortgage must have been ended before the statutory mortgage comes into being.

The problem, however, still remains a large one: in how many ways can the old tenancy terminate and the new one come into existence? Here the language of the statute and some earlier decisions create complications. The famous decision of *Flanagan* v. *Shaw* (*supra*), for example, held that when a tenant protected by the Act gives notice to quit and then withdraws his notice and "holds over," although he gets the benefit of statutory protection, he is nevertheless a trespasser, and liable to "double rent" as a penalty for "holding over" under the statute of 1737 (11 Geo. 2, c. 19). This is a decision of the Court of Appeal; but we venture, with all due respect, to doubt its correctness. In our view, the moment the contractual tenancy was terminated by the tenant's notice to quit, a new statutory tenancy came into existence. Therefore, the tenant was not "holding over," for he was not a trespasser at all. He was a lawful tenant. What he had done was simply voluntarily to convert his contractual tenancy into a statutory one by giving notice to quit, and thereby to save his landlord the trouble of giving a new notice in order to make the tenancy statutory. This was the view taken by the Divisional Court in *Flanagan* v *Shaw* (*supra*)—but it was overruled by the Court of Appeal—and in *Crook* v. *Whitbread* (*supra*), which was not appealed against, and which is treated as authoritative. In the former case the landlord sued for double value under the statute of 1737; the tenant held over after giving notice to quit. In *Crook* v. *Whitbread*, on the other hand, the landlord sued under the converse statute of 1730, when the tenant held over after the landlord had given notice to quit. We are inclined to believe that in both cases the House of Lords would uphold the view of the Divisional Court rather than that of the Court of Appeal, even under the earlier Acts. But under the new Act of 1920, we think, the tenant's position is even clearer, and the view of *Flanagan* v. *Shaw* (*supra*), is much less consistent with the more liberal protection accorded by this last statute to the tenant. The question, however, is an interesting one, which, in some of its aspects, we must review later, when we come to discuss the remedies under the statute.

If, then, there really exists under the Act a new "statutory tenancy"—something in the nature of a "novation by operation of law"—then this contract must be capable of being analysed, just as if it was a voluntary, and not merely a statutory contract. Like other contracts, express or implied, certain rules can be formulated as regards:—

(1) The incidents of the statutory tenancy;
(2) Its formation;
(3) The modes of determining it;
(4) Its operation;
(5) The remedies under the contract.

We propose in this series of articles to adopt this method of commentary. We shall treat the "statutory tenancy" as a "constructive contract," the creature of statute, and endeavour to illustrate from the nineteen sections of the statute and the cases decided under the earlier Acts, the way in which the general principles of contractual law, as categorized above, are applicable to this "statutory tenancy." The provisions as to the interest on mortgages fall outside this scheme, and will be treated separately. Some miscellaneous matters, such as criminal offences created by the statute and the jurisdiction of the various Courts in its enforcement, will also require treatment outside the above scheme. But, with these exceptions, we believe the Act may be consistently interpreted as constituting a novel form of contract, and may be logically analysed in the same way as any other contract.

(*To be continued.*)

Reviews.

Registration of Title.

REGISTRATION OF TITLE TO LAND THROUGHOUT THE EMPIRE: A TREATISE ON THE LAW RELATING TO WARRANTY OF TITLE TO LAND BY REGISTRATION AND TRANSACTIONS WITH REGISTERED LAND IN AUSTRALIA, NEW ZEALAND, CANADA, ENGLAND, IRELAND, WEST INDIES, MALAYA, &C. A SEQUEL TO "THE AUSTRALIAN TORRENS SYSTEM." By JAMES EDWARD HOGG, M.A., Oxon, Barrister-at-Law, and of the Australian Bar. Toronto: The Carswell Co. (Limited); London: Sweet & Maxwell (Limited). 65s. net.

Mr. Hogg is well known for the extent of his learning on the systems of registration of title in this country and in Australia. It is some fifteen years since his book on the Torrens system in Australia was published, and shortly afterwards he dealt in "Ownership and Incumbrance of Registered Land" and "Precedents for Transactions with Registered Land," with the English Land Transfer Acts both by way of exposition and practically. He has now cast his net wider, and has included in one volume a survey of the various systems of registration of title existing in the British Empire, other than India and parts—such as Scotland, Quebec and South Africa—where the local jurisprudence is based on the civil law and not on the English common law.

Perhaps the most remarkable feature of the book—apart from the extraordinary research, learning and industry which has brought together, classified and compared the various systems down to their minutest details—is the variety which it reveals between these systems. Registration of title may be an excellent thing, but, while it is possible to arrange the systems in groups resembling each other in their main outlines, the advocates of registration seem to have been quite unable to arrive at any uniformity of treatment. "There are," says Mr. Hogg, "throughout the British Empire, twenty-eight separate systems of registration of title, each based on a separate set of statutes, and covering thirty-one territorial divisions, three systems being in force in more than one territorial division." Thus there are twenty-eight systems and thirty-one jurisdictions, and these he divides into five groups—partly geographical and partly political—as follows: United Kingdom group (2), England and Ireland; Australasian group (9), including the various Australian Dominions, New Zealand, Tasmania and Fiji; Canadian group (7); Crown Colonies group (7), including Jamaica; and Protectorate group (3), comprising East Africa, Uganda and Sudan. Possibly the Protectorates are too special in their conditions to be of special interest here, but advocates of registration in England should be glad to have the opportunity Mr. Hogg gives them of seeing how registration is effected in the Overseas Dominions.

As regards nomenclature there is a good deal of variety, and one instance of what seems quite a misleading expression. In British

Columbia the registered owner of an "absolute fee" is only deemed *prima facie* to be the owner; the warranty given by registration is even more limited than that given by "possessory" registration in England, Ontario and the Leeward Islands. A title that carries full warranty is in England and Ontario and also in Jamaica an absolute title; in British Columbia and the Leeward Islands it is called "indefeasible." Elsewhere the nature of the title is emphasized by calling it "absolute and indefeasible." In some systems "charge" includes a mortgage; in others it is distinguished from mortgage, or the term "incumbrance" is used to distinguish charges otherwise than by way of mortgage; and in British Columbia and elsewhere the person entitled to the benefit of the charge is the "incumbrancee."

We have not space to follow Mr. Hogg through the detailed account he gives of the various processes and effects of registration; such matters, for instance, as initial registration and removal from the register; the conclusiveness of the register; equitable estates and interests; mortgage and other money securities; rectification of the register; and State indemnity for loss. These are only some of the matters which his exhaustive work includes. The curious position created in England by the decision in *Capital and Counties Bank* v. *Rhodes* (1903, 1 Ch. 631), that the legal estate can be dealt with off the register, is noticed, and the chapter on statutory mortgages shews how, under a system of registered ownership and registered charges, it is easy to accord to a mortgagee all the rights he requires as secured creditor without making him the nominal owner of the land. As regards registered mortgages there appears to be more uniformity in the various jurisdictions than in other matters, but the whole of the chapter is instructive reading. There is an appendix of statutes, not including the English and Irish statutes, but giving those which are less accessible. And the numerous references to cases justify the statement at p. 11 that the amount of case law developed by litigation is considerable, largely due, Mr. Hogg points out, to the imperfect drafting of the statutes. Altogether the work is a very complete and able presentment of the practice of registration as it has been developed in this country and the Oversea Dominions.

Correspondence.

Increase of Rent and Mortgage Interest (Restrictions) Act, 1920.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The question raised in your correspondence columns and in your Editorial Notes may be put in this way.

The Act is a disabling, not an enabling statute. Apart from the Act a mortgagor can only be compelled to pay an increased rate of interest under an agreement for good consideration, which in effect means that the mortgagee will not take steps for a certain time to exercise some or other of his rights. Ignoring, for argument, the effect of the above Act and the Emergency Courts Acts, one may say that in ninety-nine cases out of 100 a mortgagee is not prepared to sue on the covenant, commence foreclosure proceedings, or take the responsibility of entering into possession where the mortgagor has duly paid the interest and performed his covenants. He is only prepared to give notice calling in the principal. He must, therefore, either give notice and subsequently withdraw it, or intimate that he is going to give notice, and then undertake not to give it for a certain time as consideration in either case for the mortgagor's promise to pay an increased interest.

Practically it comes to this: the mortgagee gives notice, and at or near the expiration of the notice he says, "I will withdraw it if you (the mortgagor) will pay an increased interest"; he may also say, "I want that increased interest to run from the date of the notice." The Act forbids even the giving of notice whilst the interest allowed by it (i.e., the increased interest) is paid. It would seem to follow that as to mortgages on houses, which are within the new Act, but were not within the previous ones, notice can be given now, and the mortgagor required to pay the increase from the date of service of the notice as a consideration of the mortgagee not taking steps to exercise his rights at the end of the three months. With regard, however, to houses that were within the previous Acts, the mortgagee would not "but for this present Act" be in a position to enforce his security, by reason of the disabling provisions of earlier Acts, which would be in force but for the present Act. This is a point with which I should like you to deal.

May I, whilst writing, put a few conundrums which a conveyancing solicitor with an ordinary practical knowledge of the subject matter would probably have supplied answers to in the Act, if he had been allowed to revise the Bill in its final stages:—

1. A coachman having a house let to him in consequence of his being in the landlord's employment, receives notice to terminate his employment and his tenancy. He immediately sub-lets the house to his son or son-in-law, perfectly bonâ fide as far as the latter is concerned, but with the intent to prevent the landlord getting possession. Will the ruse be successful? (See Section 5 (1) (i.) and (5) and Section 15 (3).

2. To ascertain the net rent of a small house, the rates of which are "compounded" for under the Poor Rate Assessment and Collection Act, 1869, must one deduct from the standard rent the amount of the rates which the occupier would have had to pay had he been directly assessed, or the actual amount paid by the landlord? The poor rates, "which but for the provisions of any Act would be chargeable on the occupier" (I am quoting from Section 12 (1) (*c*)) may be anything between 15 and 30 per cent. less than the landlord actually pays. The landlord has a deduction of 15 per cent. because the vestry has said the owner shall be assessed and not the occupier, and he gets a further allowance which may be as much as 15 per cent., by undertaking to be responsible for rates, whether the house is occupied or not.

3. A building of which the lower part is used as a shop and the upper part as a dwelling-house, is let as a whole at a rent within the Act. The rateable value of the shop if let separately would, we will suppose, be over half that of the whole building. Can the landlord ask for an apportionment of the rent as between the dwelling-house and shop, and claim that the latter is business premises, to which Section 13 (1) applies?

4. Can an apportionment of the rent, such as is contemplated in Section 12 (3), be made by agreement?

5. A house is let at a rent less than two-thirds of the rateable value, but the house by reason of its rateable value is within the Act, and therefore it is a dwelling-house to which the Act applies within the literal meaning of Section 5 (1). Has the landlord the right to an ejectment order on the termination of the tenancy? I may say that under a similar clause of the Act of 1915 (Section 2 (6)) the Deputy Judge of a certain local court of record, in an action of ejectment, held that he had the same discretion as if the rent had been over two-thirds of the rateable value, because the section as to ejectment in the second Act of 1919 spoke (as does the corresponding section of the present Act) of houses within the Act, and not of tenancies within it.

6. A house built since the 2nd of April, 1919, is larger than anything built, or contemplated, or likely to be contemplated, by the Local Authority under their housing scheme. On what basis should it be assessed, having regard to Section 12 (9) (b)?

ERNEST I. WATSON.

Norwich, 24th July.

[We hope that answers to Dr. Watson's conundrums will be forthcoming. No. 2 has been answered by the Court of Appeal in *Nicholson* v. *Jackson* (*Times*, 28th inst.), if Section 12 (i.) (c) is to be construed in the same manner as Section 2 (1) (b), but this does not seem at all clear. We hope to deal with mortgage interest next week.—ED. *S.J.*]

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I think there cannot really be any doubt that the view you take is right. It is supported by the provision in Sec. 7 that a mortgagee is not to call in his mortgage so long as interest is paid.

SADDLER.

24th July.

CASES OF THE WEEK.

Court of Appeal.

HARDY v. CENTRAL LONDON RAILWAY CO. No. 2.
5th, 6th and 26th July.

NEGLIGENCE—STATION—MOVING STAIRCASE—CHILDREN HABITUALLY PLAYING ON STAIRCASE—INEFFECTUAL ATTEMPTS TO KEEP CHILDREN AWAY—ALLEGED ACQUIESCENCE IN TRESPASS—CHILD INJURED—WHETHER COMPANY LIABLE.

The plaintiff, a child of six years of age, was with other children playing on the moving mechanical staircase at defendants' Liverpool-street station, when he placed his hand in such a position that it was caught by the moving strap which formed the handrail to the staircase, and it was so severely crushed that it had to be amputated.

Held, on the evidence that the railway company were not guilty of negligence, and had done what they could to stop children playing on the staircase, that the child was therefore a trespasser, and that the company were not liable.

Decision of Shearman, J., *awarding the plaintiff £300 damages, set aside.*

Cook *v.* Midland Great Western Railway (53 SOLICITORS' JOURNAL, 319; 1909, *A. C.* 229) *not followed.*

Appeal by the defendant company from a decision of Shearman, J.,

sitting without a jury, who found that the plaintiff was in the position of an invitee or licensee, and that the defendants were therefore liable for the accident he met with while playing on the escalator. In arriving at that decision the learned judge purported to follow the decision of the House of Lords in *Cook* v. *Midland Great Western Railway Co.* (53 SOLICITORS' JOURNAL, 319; 1909, A. C. 229). After argument, judgment was reserved.

BANKES, L.J., in giving his decision allowing the appeal of the company, said that the plaintiff's case as set out in the statement of claim was that the booking hall was a place of habitual resort for children, who frequently played on the escalator, and that the negligence of the defendants consisted in taking no precautions to prevent children from playing in the booking hall, and on and with the escalator, and with permitting the plaintiff to be and to remain in the booking hall, and in suffering the escalator to remain unattended, and in taking no steps to ensure that it was properly watched and safeguarded. The serious and important question in the present case was whether the learned judge was justified in holding that the infant was in the position of a licensee. That depended entirely on the evidence, as to which there was no real conflict. The evidence was that numbers of children had been for a long time in the habit of playing on the escalator. It established equally clearly that the defendants' employees warned the children off whenever they saw them. The warnings, however, were ineffective in that they did not prevent the children from returning so soon as they thought that the policeman was safely away, or that the booking clerk or ticket collector was so occupied as to be unable to do anything more than tell them to run away. The evidence seemed to shew that the children went away whenever they were told to do so. If that was the true view of the evidence, the finding of the judge would appear to put a wider duty on the owner or occupier of premises towards children who frequented these premises than the law had hitherto recognised: see, for instance, *Latham* v. *Johnson* (1913, 1 K. B. 398). What might be an invitation or a licence to a child might be neither one nor the other to an adult. Here, though the warnings were ineffectual in the sense that he had indicated, they were entirely effective in bringing home to the minds and intelligence of the children that they had no business to be where they were, or to play on the escalator, and that whenever they were seen they would be warned off. He could conceive of warnings to children so ineffective either from their nature or from the absence of any attempt to enforce them as to convey to the mind of a child the impression that no real objection was taken to what was being done. In such a case it might be possible to draw the inference that the child was allowed to be, and remain, under the impression that it had permission to do what it was doing. In the present case no inference of licence could be drawn. On the evidence, the children were all of them fully aware that they had no right to be, and no business to be, on the escalator. In other words, they were trespassers. The elder boy in whose charge the infant plaintiff was appeared to have been fully aware that he was a trespasser in the booking hall, and said that his mother had forbidden him to go there. The plaintiff was probably old enough to be aware of that also, seeing that it was the policeman who drove the children away on several occasions. However that might be, his opinion was that the plaintiff was not entitled to be put in a better position than the boy in whose charge he was at the time of the accident.

WARRINGTON, L.J., read a judgment to the like effect.

SCRUTTON, L.J., also delivered judgment allowing the appeal. He pointed out that many things had an irresistible fascination for children; apple trees in fruit, streams, and other things constituted infantile joys. Boys loved to ride on the step of an omnibus, and a boy who, when he saw the conductor making for him, dropped off but returned if the conductor went away, could not be said to ride on the 'bus as an invitee or licensee. He was a trespasser. The appeal was accordingly allowed, with costs, and judgment entered for the railway company.—COUNSEL, for the appellants, *Compston*, K.C., and *G. W. Roberts*; for the respondent, *J. A. Hawke*, K.C., and *Croom-Johnson*. SOLICITORS, *Ashurst, Morris, Crisp & Co.*; *Ransom & Williams*.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

COOPE v. RIDOUT. Eve, J. 2nd July.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—SALE OF FREEHOLDS—AGREED TERMS "SUBJECT TO TITLE AND CONTRACT"—APPROVAL OF TERMS BY VENDOR—NO FORMAL CONTRACT.

Where all the terms of an agreement for sale had been settled between the parties and embodied in one document, "subject to title and contract,"

Held, that it was the intention of the parties not to enter into any concluded agreement except in the form of a written and signed contract, and as there was no such document, there was no enforceable contract.

This was an action by the purchaser for specific performance of an agreement for the sale to them of a freehold dwelling house and premises for £12,000. By a letter dated 16th August, 1919, the plaintiff's agent made an offer to the defendant of £12,000 for the property, "subject to title and contract." The defendant replied that he might possibly be prepared to accept this offer. The agent stated that at an interview with the defendant the price of £12,000 and the date of completion were verbally agreed to, and that two matters as to furniture and fixtures were left to be subsequently settled. After further correspondence, in which these two matters were agreed, the plaintiff's agent embodied the agreed terms in a draft contract, which he sent to the defendant for his approval, to be returned with any comments and additions he might think advisable. The defendant returned the draft, saying, "It seems to be all in order." Shortly afterwards the defendant wrote to the agent, saying that he had just had an offer of £13,000 for the property, and adding, "Is it too late to ask if your client would give £13,000 instead of £12,000, and release me." No formal agreement was ever signed by the parties. The Statute of Frauds was not pleaded by the defendant, who denied any concluded contract. The question was whether there was a concluded agreement or whether there were only negotiations subject to the signing of a formal contract.

EVE, J., said he could not hold that a concluded contract had been come to between the parties embodying all the terms. The agreement, if any, must have been arrived at when the defendant returned the draft contract unaltered, and said: "It seems to be all in order." According to the language of Lord Cairns in *Brogden* v. *Metropolitan Railway Co.* (2 App. Cas. 667, 672), there were no cases upon which difference of opinion might more readily be entertained than those where the Court had too decide whether, having regard to letters and documents which had not assumed the complete and formal shape of executed and solemn agreements, a contract had really been constituted between the parties. The correspondence in this case must therefore be construed in order to ascertain whether the parties intended to come to an agreement or whether there was an intention merely to negotiate and not to enter into any concluded agreement, except in the form of a written and signed contract. The cases of *Winn* v. *Bull* (7 Ch. D 29) and *Von Hatzfeldt-Wildenburg* v. *Alexander* (1912, 1 Ch. 284) showed that where an agreement by letter was conditional upon the execution of a formal contract, there was no enforceable contract until the condition was fulfilled. Assuming, therefore, in favour of the plaintiffs that all the terms of the agreement had been settled in the letters and interview, and that all those terms had been embodied in one document, it was still necessary to fulfil the condition that there was to be a contract made *inter partes*, and formally executed. Such a document had never come into existence, and that being so, the defendant was not bound. There was, therefore, no enforceable contract, and the action would be dismissed with costs.—COUNSEL, *Tomlin*, K.C., and *Bryan Farrer*; *Maugham*, K.C., and *A. Adams*. SOLICITORS, *Fellowes & Co.*; *William Sturges & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

HOHLER v. ASTON. Sargant, J. 14th July.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—PURCHASE FOR BENEFIT OF THIRD PARTY—POSSESSION TAKEN BY THIRD PARTY—PART PERFORMANCE—STATUTE OF FRAUDS (29 CAR. 2, c. 3), s. 4.

Where A. was in negotiation for the lease of a house, and told B., who said she would like to rent the house, but afterwards informed A. that she had decided to buy it, and then in the presence of A. told C., her nephew, that she had decided to give him the house, and C. thereupon gave up his old house, and with the knowledge of A. and B. went into this house, and incurred expense in so doing, and meanwhile A. had entered into a binding contract to take the lease of this house, but before the assignment thereof B. died,

Held, that the Statute of Frauds was no defence by B.'s executors to an action to specific performance of this contract instituted by A. and C.

Crosby v. McDoual (1806, 13 *Ves.* 148) *applied*.

This was an action brought by Edwin T. Hohler and Mr. and Mrs. E. N. Rollo against Mr. Aston's executors for a specific performance of an alleged agreement by Mrs. Aston. Hohler and Rollo's wife were the nephew and niece of Mrs. Aston. Hohler was in negotiation with the Duke of Westminster's agents for the lease of a house, 50, Chester-square. He told Mrs. Aston about this, and she said she would like to rent the house. Hohler suggested that it would be cheaper to buy it. A price of £3,000 was proposed, and Mrs. Aston afterwards told Hohler that she had decided to buy the house for £3,000. No written contract was entered into. On 24th October, 1918, Mrs. Aston told Rollo in the presence of Hohler that she was going to give the house to him and his wife. Mr. and Mrs. Rollo thereupon gave up their house at Caversham and went into possession of 50, Chester-square. This was done with the knowledge of Hohler and of Mrs. Aston, and the Rollos incurred expense in doing it. Meanwhile Hohler had entered into a binding contract to take a lease of 50, Chester-square. There was a certain amount of delay in obtaining the lease, and before it was obtained or any assignment made Mrs. Aston died. The executors pleaded the Statute of Frauds as a defence to the action. The plaintiffs contended that the statute did not apply, because Mr. and Mrs. Rollo had altered their position and incurred expense on the faith of Mrs. Aston's promise. They submitted that there was a distinction between a mere voluntary promise which would not support an action, and a promise on the faith which some act had been done, and they relied on *Crosbie* v. *McDoual* (*supra*) and *Skidmore* v. *Bradford* (1869, L. R. 8 Eq. 134). They further contended that even if the Statute of

Frauds were held to apply to such a transaction as this, the going into possession of the house by Mr. and Mrs. Rollo with Mrs. Aston's knowledge was a part performance of the contract, which took it out of the statute.

SARGANT, J., after stating the facts, said:—As regards Hohler, the position is that he had, at Mrs. Aston's request, entered into a contract with the Westminster estate agents for the purpose of the new lease being acquired, and dealt with in a certain way, and there was a contract for good and valuable consideration between him and Mrs. Aston quite independent of that for the purchase and sale of the house; so that he has a good cause of action against her estate. The question of the Statute of Frauds is got over when possession obviously and clearly in pursuance of the contract is taken by Mr. and Mrs. Rollo. If the contract between Hohler and Mrs. Aston had been merely one of sale and purchase, that would not have been enough for the plaintiffs, as the result would have been merely that the house would have belonged to Mrs. Aston. The true contract was a complete one under which, not merely was Mrs. Aston to be the purchaser and Hohler the vendor at the price of £3,000, but under which he was entitled to insist that the purchase should be made for the benefit of Mr. and Mrs. Rollo, and on that view the plaintiffs are entitled to succeed. As regards the position of Mr. and Mrs. Rollo, if there had been a direct request to them by Mrs. Aston to determine their tenancy of the Caversham house and to come up to London and incur expenditure on the faith of her promise to give them the Chester-square house, they would probably, on the cases cited, have been entitled to enforce the contract. But I think that the offer to give them the house was made on 24th October, 1918, prior to any such request, and that what took place afterwards was the natural consequence of Mrs. Aston's announcement of her intention to make the gift.—COUNSEL, *Alexander Grant*, K.C., *R. F. MacSwinney*, *J. N. Daynes*, and *W. H. C. Rollo*; *Galbraith*, K.C., and *Wilfred M. Hunt*. SOLICITORS, *Buffen, Debenham, & Co.*; *Boulton, Sons, & Sandeman*.

[Reported by LEONARD MAY Barrister-at-Law.]

High Court—King's Bench Division.

BROOKS *v.* **BLOOR**. Div. Court. 15th Ju'y.

LANDLORD AND TENANT—CHURCH LANDS—NOTICE TO QUIT—VALIDITY—SALE TO THIRD PARTY—NECESSARY CONSENTS TO SALE—DATE OF CONTRACT—CHURCH BUILDING ACT, 1839 (2 & 3 VICT. c. 49), s. 15—AGRICULTURAL LAND SALES (RESTRICTION OF NOTICES TO QUIT) ACT, 1919 (9 & 10 GEO. 5, c. 63), s. 1.

On the making of a contract for the sale of an agricultural holding, or part of a holding, held by a yearly tenant, after the passing of the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919, *any current and unexpired notice to quit becomes null and void, unless the tenant agrees in writing after the Act, and prior to such contract, that such notice shall be valid. The Church Building Act*, 1839, *by section* 15, *provides that for the validity of a sale of church lands to which the Act relates, the consents of certain named persons shall be necessary, these consents to be testified by their execution of the conveyance. Prior to the passing of the Agricultural Land Sales Act*, 1919, *a contract for the sale of land under the Church Building Act*, 1839, *was entered into with plaintiff by several, but not all, of the persons whose consents were necessary to a sale. At that time the defendant was in occupation as a yearly tenant, but was under a proper notice to quit, which had been served upon him by the vendors. All the persons whose consents were requisite joined in the conveyance to the plaintiff, which was executed after the passing of the Agricultural Land Act*, 1919

Held, that the notice to the defendant to quit did not become null and void under the last-mentioned Act, as the contract of sale was entered into before the passing of that Act, and the plaintiff was therefore entitled to possession.

Appeal by plaintiff from the Leek County Court. The plaintiff claimed possession of a farm called Deephay Farm, at Cheddleton, near Leek. On 25th March, 1919, notice to quit was given to the defendant, who was then in occupation as a yearly tenant, by the vicar of Cheddleton, of whose benefice the farm then formed part, and this notice expired on 25th March, 1920. By a contract made on 8th August, 1919, the farm was sold to the plaintiff by private treaty, by the vicar, and the local solicitors acting for the Governors of Queen Anne's Bounty, having previously been put up for sale by public auction on 26th June, 1919. A valid sale of this church land could not be made without the consent of the vicar of Cheddleton, the patron of the living of Cheddleton, the Archbishop of Canterbury, the Bishop of Lichfield, and the Governors of Queen Anne's Bounty. All these persons had given their consent to Deephay Farm, along with others, being put up for sale by public auction; and the farm was conveyed by all of them to the plaintiff by a conveyance dated 25th October, 1919, expressed to be made in exercise of the powers given by the Church Building Act, 1839. This Act requires the consents of the persons whose consents are made necessary for any sale under the Act "to be testified by their executing the conveyance to the purchaser." By the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919, passed on 19th August, 1919: "On the making, after the passing of this Act, of any contract for sale of a holding, or any part of a holding, held by a tenant from year to year, any then current and unexpired notice to determine the tenancy of the holding given to the tenant, either before or after the passing of this Act, shall be null and void unless the tenant shall, after the passing of this Act, and prior to such contract of sale, by writing, agree that such notice shall be valid." In the county court the defendant contended that the notice to quit was null and void under and by virtue of this Act, and the plaintiff contended that the contract of sale was made before the Act came into operation on 19th August, 1919. The county court judge found that on 8th August, 1919, the plaintiff agreed with the local solicitors of Queen Anne's Bounty, with the consent of the vicar and the patron, to purchase the farm on that day, and paid a deposit on his purchase, and that the Governors of Queen Anne's Bounty consented to the sale, but that there was no evidence of any consent given by the Archbishop of Canterbury or the Bishop of Lichfield, except the written consent to the farm being put up for sale by public auction. He held that the words "contract for sale of a holding" in the Act of 1919 meant a valid and enforceable contract binding on all the parties; that the contract in question when the Act came into operation was only a provisional contract, and was subject to the consent of the Archbishop of Canterbury and the Bishop of Lichfield; and he gave judgment for the defendant.

LAWRENCE, J., said he was of opinion the county court judge was wrong. The contract of sale stated, in one of the conditions of sale, that the vendor had obtained the consents of necessary parties to the sale. That was on 8th August, 1919; but the principal reason for holding the county court judge to be wrong was that the Church Building Act, 1839, expressly provided that the consent of the persons whose consents were necessary should be testified by their executing the conveyance to the purchaser. That seemed to make statutory evidence of those consents, and that was forthcoming in that case. He (Lawrence, J.) did not think that the county court judge was entitled to go behind the statute, and say that he must have evidence that the consents had in fact been given before 8th August, on which date the contract was signed. The difference also between a statutory corporation had been overlooked in the arguments of counsel for the defendants. The incumbent could make the contract, even though he had not obtained the necessary consents. His not having the consents did not prevent him from making a contract which would pass the title when the consents were obtained. The statutory form of consent was contained in, and testified by, the concurrence of the parties in the conveyance. The appeal must be allowed.

MCCARDIE, J., agreed, and said that the contract of 8th August complied, as it must do, with section 4 of the Statute of Frauds. It was important to distinguish between the contract and the consents which were necessary before the final conveyance could be given, and the title completed. The contract provided that if the consents could not be obtained, the vendor might rescind the sale. In his opinion there was a valid contract for sale which was entered into before the passing of the Agricultural Land Sales Act, 1919, within the meaning of section 1 of that Act.—COUNSEL, *F. H. L. Errington*, for the appellant; *Barrington Ward*, K.C., and *D. N. Pritt*, for the respondent. SOLICITORS, *Rowle, Johnstone, & Co.*, agents for *Challinors & Shaw*, Leek; *Doyle, Devonshire, & Co.*, agents for *J. Morris Shaw*, Leek.

[Reported by G. H. KNOTT, Barrister-at-Law.]

In the House of Commons, on Monday, Mr. Hogge asked the Prime Minister whether he would publish all the Notes and Protocols to Germany with regard to the execution of the Treaty of Versailles, together with the replies of the German Government?—Mr. Lloyd George: I will consider the question. The hon. member must not, however, expect immediate action, as it will be necessary in the first place to obtain the consent of the several Allied Governments who were parties to the dispatch of these Notes.

New Orders, &c.

High Court of Justice.

LONG VACATION, 1920.

NOTICE.

During the Vacation, up to and including 3rd September, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice Rowlatt.

COURT BUSINESS.—The Hon. Mr. Justice Rowlatt will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 10.15 a.m., on Wednesday in every week, commencing on Wednesday, 4th August, for the purpose of hearing such applications, of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No Case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' Papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock two days previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency* to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C. 2."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chambers of Justices Eve and Peterson will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice Rowlatt will, until further notice, sit for the disposal of King's Bench business in Judge's Chambers at 10.30 a.m. on Tuesday in every week, commencing on Tuesday, the 3rd August.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 11th and 25th August, and the 8th and 29th September, at the Principal Probate Registry, at 12.30.

Decrees will be made absolute on Wednesdays, the 4th and 18th August, and the 1st, 15th and 29th September.

All Papers for Motions and for making Decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of to apply at once to the Judge's Clerk in Court for the return of their papers.

VACATION REGISTRAR.—Mr. Church (Room 126).

Chancery Registrars' Office,
Royal Courts of Justice.
July, 1920.

The Rules of the Supreme Court (No. 3), 1900.

We, the Rule Committee of the Supreme Court, hereby make the following rules:—

1. The following Rule shall be added in Order IX. immediately after Rule 8, viz.:—

8a. Where a contract has been entered into within the jurisdiction by or through an agent residing or carrying on business within the jurisdiction on behalf of a principal residing or carrying on business out of the jurisdiction, a writ of summons in an action relating to or arising out of such contract may by leave of the court or a judge given before the determination of such agent's authority or of his business relations with the principal be served on such agent. Notice of the order giving such leave and a copy thereof and of the writ of summons shall forthwith be sent by prepaid registered post letter to the defendant or defendants at his or their address out of the jurisdiction. Provided that nothing in this rule shall invalidate or affect any other mode of service in force at the time this rule comes into operation.

2. Sub-rule (e) of Order XI. Rule 1, is hereby annulled and the following sub-rule substituted therefor, viz.:—

(e) The action is one brought to enforce, rescind, dissolve, annul or otherwise affect a contract or to recover damages or other relief for or in respect of the breach of a contract.

(i) made within the jurisdiction,

(ii) made by or through an agent trading or residing within the jurisdiction on behalf of a principal trading or residing out of the jurisdiction,

(iii) by its terms or by implication to be governed by English law,

or is one brought against a defendant not domiciled or ordinarily resident in Scotland or Ireland, in respect of a breach committed within the jurisdiction of a contract wherever made, even though such breach was preceded or accompanied by a breach out of the jurisdiction which rendered impossible the performance of the part of the contract which ought to have been performed within the jurisdiction.

3. In Order XI. Rule 1, the following sub-rule shall be added, viz.:—

(ee) The action is founded on a tort committed within the jurisdiction.

4. The following rule shall be added immediately after Order XI. Rule 2, viz.:—

2a. Notwithstanding anything contained in Rule 1 of this Order, the parties to any contract may agree (*a*) that the High Court of Justice shall have jurisdiction to entertain any action in respect of such contract, and, moreover, or in the alternative, (*b*) that service of any writ of summons in any such action may be effected at any place within or out of the jurisdiction on any party or on any person on behalf of any party or in any manner specified or indicated in such contract. Service of any such writ of summons at the place (if any) or on the party or on the person (if any) or in the manner (if any) specified or indicated in the contract shall be deemed to be good and effective service wherever the parties are resident, and if no place or mode or person be so specified or indicated, service out of the jurisdiction of such writ may be ordered.

5. Rule 8a of Order 11 is hereby annulled and the following rule substituted therefor:—

8a. Service out of the jurisdiction may be allowed by the court or a judge of the following processes or of notice thereof, that is to say:—

(*a*) Originating summonses under Order LIVa or Order LV, Rule 3 or 4, in any case where if the proceedings were commenced by writ of summons they would be within Rule 1 of this Order.

(*b*) Any originating summons, petition, notice of motion or other originating proceeding (1) in relation to any infant or lunatic or person of unsound mind or (2) under any Statute under which pro-

ceedings can be commenced otherwise than by writ of summons or (3) under any rule of court or practice whereunder proceedings can be commenced otherwise than by writ of summons.

(c) Without prejudice to the generality of the last foregoing sub-head any summons, order or notice in any interpleader proceedings or for the appointment of an arbitrator or umpire or to remit, set aside or enforce an award in an arbitration held or to be held within the jurisdiction.

(d) Any summons, order or notice in any proceedings duly instituted whether by writ of summons or other such originating process as aforesaid.

Rules 2, 4, 5, 6, 7 and 8 of this Order shall apply *mutatis mutandis* to such service.

Nothing herein contained shall in any way prejudice or affect any practice or power of the court under which when lands, funds, choses in action, rights or property within the jurisdiction are sought to be dealt with or affected, the court may, without affecting to exercise jurisdiction over any person out of the jurisdiction cause such person to be informed of the nature or existence of the proceedings with a view to such person having an opportunity of claiming, opposing or otherwise intervening.

6. The following rule shall be added in Order XLI immediately after Rule 1, viz. :—

1a. In any judgment, whether in default of appearance or defence or after hearing or trial or otherwise, the party entering the judgment shall, if he so desire, be entitled to have recited therein a statement as to the manner and place in and at which the service of the writ of summons or other process by which the proceedings were commenced was effected.

7. The following rule shall be added in Order LXV immediately after Rule 6a, viz. :—

6b. In actions brought by persons resident out of the jurisdiction, when the plaintiff's claim is founded on a judgment or order or on a bill of exchange or other negotiable instrument, the power to require the plaintiff to give security for costs shall be in the discretion of the court or judge.

8. These rules may be cited as the "Rules of the Supreme Court (No. 3), 1920," and shall come into operation on the 1st day of August, 1920.

Dated the 14th day of July.

Birkenhead, C.	Charles H. Sargant, J.
Reading, C.J.	P. Ogden Lawrence, J.
Sterndale, M.R.	T. R. Hughes.
Henry E. Duke, P.	E. W. Hansell.
R. M. Bray, J.	C. H. Morton.
A. T. Lawrence, J.	Roger Gregory.

Increase of Rent and Mortgage Interest (Restrictions), England.

County Court Procedure.

(*Continued from page* 672.)

6.

Certificate on Application for Apportionment of Rent or Rateable Value.

7.

Summons for Order of Suspension and Declaration relating to Increase of Rent under Section 2, *sub-section* (2).

In the County Court of holden at
In the Matter of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920.
No. of Application

Between

A.B.
(*address and description*) Applicant,

and

C.D.
(*address and description*) Respondent.

To
of

Take Notice that you are hereby summoned to attend this court on the day of , at the hour of in the noon, on the hearing of an application under Section 2, sub-section (2) of the said Act on the part of of for a declaration that certain premises [*or* of part, that is to say (*here specify the part*) of certain premises] to which the said Act applies, situate at and known as of which the applicant [or where the applicant is the Sanitary Authority state the name of the tenant] is the tenant, and you, the respondent, are the landlord, are not in all respects reasonably fit for human habitation [*or* are not in a reasonable state of repair], and that the condition of the premises is not due to the tenant's neglect, or default, or breach of express agreement, if any, and for an order suspending the increase of rent pursuant to Section 2, sub-section (2) of the said Act until further order, or for such other declaration, and order in that behalf, as the court may think fit and for an order providing for the costs of this application.

And further take Notice, that if you do not attend in person or by your solicitor at the time and place above-mentioned, such proceedings will be taken and declaration and order made as the court may think just.

Dated this day of , 19 .
By the Court,
Registrar.

To
(*the respondent, naming him*).

8.

Order on Application for Order of Suspension and Declaration relating to Increase of Rent, under Section 2, *sub-section* (2).

9.

Notice of Application under Section 5, *sub-section* (2) *or* (3) *for Stay, Suspension, Discharge, Rescission, or Variation of Order, or Judgment.*

In the Matter of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920.
In the County Court of , holden at
No. of Application

Between

A.B.
(*address and description*) Applicant,

and

C.D.
(*address and description*) Respondent.

Take Notice, that the applicant, *A.B.*, [*or* the respondent, *C.D.*,] intends to apply to the Judge of this court on , the day of 19 , at the hour of in the noon, to stay [suspend, discharge, rescind *or* vary] the order [*or* judgment] made [*or* given] in this matter on the day of , 19 , whereby it was ordered [*or* adjudged] that (*here recite order or judgment*).
and for an order providing for the costs of this application.

And further Take Notice, that the grounds of my intended application are that
(*here set out circumstances*)

Dated this day of , 19 .
(Signed)
Applicant [*or* Respondent],
[*or* Applicant's [*or* Respondent's] Solicitor].

To (*the respondent or applicant, naming him*),
and to Messrs.
his solicitors,
and to the Registrar of the court

10.

Order on Application under Section 5, *sub-section* (2) *or* (3) *for Stay, Suspension, Discharge, Rescission, or Variation of Order or Judgment.*

11.

Summons on Application for Determination of Question or Declaration and Order under Section 9.

In the County Court of holden at
In the Matter of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920.
No. of Application

Between

A.B.
(*address and description*) Applicant,

and

C.D.
(*address and description*) Respondent,

Take Notice, that you are hereby summoned to attend this court on the day of 19 , at the hour of in the noon, on the hearing of an application on the part of of the particulars of which are hereunto annexed.

And further take Notice, that if you do not attend in person or by your solicitor at the time and place above-mentioned, such proceedings will be taken and order made as the court may think just.

Dated this day of , 19 .
By the Court,
Registrar.

To (*the Respondent, naming him*).

Particulars.

[*To be appended or annexed to summons and, if on separate paper, with heading as in summons.*]

1. On or about the day of 19 , the Respondent let certain premises (*or* a part, that is to say (*here specify the part*) of

certain premises] to which the said Act applies, situate at and known as
to the Applicant at a rent of a week [*or* a month, *or as the case may be*] , which rent includes payment in respect of furniture.

2. The Applicant alleges that the rent charged for the premises so let to him is yielding, or will yield, to the Respondent a profit more than 25 per cent. in excess of the profit which might reasonably have been obtained from a similar letting in the year ending on the 3rd day of August, 1914.

3. The Applicant therefore applies to the court under section 9 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920—

(*a*) for a declaration that it is proved to the satisfaction of the court that the rent charged on the letting of the said premises by the Respondent to the Applicant is yielding, or will yield, to the Respondent a profit more than 25 per cent. in excess of the profit which might reasonably have been obtained from a similar letting in the year ending on the 3rd day of August, 1914, and for an assessment by the court of the amount of such last-mentioned profit; and

(*b*) for an order that the said rent, so far as it exceeds such sum as would yield such last-mentioned profit and 25 per cent. thereon, shall be irrecoverable; and

(*c*) for an order that the amount of any payment of rent in excess of such sum made by the Applicant in respect of any period after the passing of the said Act shall be repaid to the Applicant, and may, without prejudice to any other mode of recovery, be recovered by the Applicant by means of deductions from any subsequent payment of rent; and

(*d*) for an order providing for the costs of this application.

Dated this day of , 19 .

Applicant
[*or* Applicant's Solicitor].

12.

Order on Application under Section 9.

13 and 14.

For summons and order for leave to distrain adapt forms 5 and 6 under the Consolidated County Courts (Emergency Powers) Rules, 1918.

15.

Summons for Declaration and Order relating to payment of Compensation under Section 5, sub-section (6).

In the County Court of , holden at
In the Matter of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920.
No. of Application

Between

A.B.
(*address and description*) Applicant,

and

C.D.
(*address and description*) Respondent.

To
of

TAKE NOTICE, that you are hereby summoned to attend this court on the day of , at the hour of in the noon, on the hearing of an application under Section 5, sub-section (6) of the said Act, on the part of of , for a declaration that the order [*or* judgment] dated the day of , and made [*or* given] in an action in this court

(*here give title of action*)

for possession of [*or* ejectment from] certain premises [*or* of part, that is to say,

(*here specify the part*)

of certain premises]
to which the said Act applies, situate at , and known as , of which the Applicant was the tenant, and you the Respondent were the landlord, was obtained by misrepresentation [*or* the concealment of material facts]
and that the Applicant is entitled to recover from you compensation for damage or loss sustained by him as the result of the said order [*or* judgment], and for an order ordering you to pay the sum of £ , [*or* such sum as shall appear to the court sufficient] as compensation for such damage or loss, or for such other declaration and order in that behalf as the court may think fit, and for an order providing for the costs of this application.

AND FURTHER TAKE NOTICE, that if you do not attend in person or by your solicitor at the time and place above-mentioned, such proceedings will be taken and declaration and order made as the court may think just.

Dated this day of , 19 .

By the Court,
Registrar.

To *the Respondent* (*naming him*).

16.

Order on Application for Declaration and Order relating to Payment of Compensation under Section 5, sub-section (6).

Orders in Council.

ORDER AMENDING THE REPRESENTATION OF THE PEOPLE ORDER.

The Representation of the People Order shall be amended as follows:—

1. [Proviso to Rule 1A, see below.]

2. The following rule shall be inserted after Rule 6A:—

"6B. *Merchant seamen and fishermen.*]—Where the name of any merchant seaman or fisherman has been placed on the absent voters list in pursuance of a claim in that behalf, his name shall be placed on the absent voters list for each subsequent register, so long as he continues to be registered for the same qualifying premises and the registration officer is satisfied that he continues to be a merchant seaman or fisherman, as the case may be, unless he gives notice in writing to the registration officer that he does not wish his name to be placed on the list."

4. [Revision of fees for copies of election lists and registers.]

28th June. [*Gazette*, 23rd July.

A circular explaining the new Order and other registration matters, including claims by a person on behalf of another person, has been issued by the Ministry of Health to registration officers. With respect to par. 1 it states as follows:—

The new Order removes a doubt which has arisen as to the power of persons whose names are included in list C of the electors lists, to object to the registration of other persons. The Order prescribes that the following proviso shall be inserted at the end of Rule 1A of the Representation of the People Order:—

"Provided also that a person whose name is contained in List C shall not, unless his name is contained also in List B, be deemed to be a person whose name appears on the electors lists so as to enable him to object to the registration of any person under Rule 12 in the First Schedule to the Act."

THE TREATY OF PEACE (AMENDMENT) ORDER, 1920.

Whereas in pursuance of the powers conferred on Him by the Treaty of Peace Act, 1919, His Majesty in Council was pleased to make the Treaty of Peace Order, 1919, and it is expedient that the said Order should be amended in manner hereinafter appearing:

Now, therefore, &c., it is hereby ordered, as follows:—

1. The provisions of the Treaty of Peace Order, 1919, set out in the first column of the Schedule to this Order, shall be amended in the manner shewn in the second column of that Schedule.

2. Paragraph (xvi) of Article one of the Treaty of Peace Order, 1919, shall have effect and shall be deemed always to have had effect as if for the proviso to that paragraph the following proviso were contained therein:

"Provided that any particular property, rights or interests so charged may at any time be released by the Custodian acting under the general direction of the Board of Trade from the charge so created."

3. This Order may be cited as the Treaty of Peace (Amendment) Order, 1920.

28th June .

[The amendments fill two pages of the *Gazette*.]

[*Gazette*, July 27.

TERMINATION OF THE WAR WITH AUSTRIA.

Whereas by the Termination of the Present War (Definition) Act, 1918, it is provided that His Majesty in Council may declare what date is to be treated as the date of the termination of the present war, and that the date so declared shall be as nearly as may be the date of the exchange or deposit of ratifications of the treaty or treaties of peace, and that His Majesty may also similarly declare what date is to be treated as the date of the termination of war between His Majesty and any particular State:

And whereas at Saint Germain-en-Laye on the tenth day of September, nineteen hundred and nineteen, a treaty of peace between the Allied and Associated Powers and Austria was signed on behalf of His Majesty:

And whereas by the said treaty of peace it was provided that a procès-verbal of the deposit of ratifications should be drawn up as soon as the treaty had been ratified by Austria on the one hand and by three of the principal Allied or Associated Powers on the other, and that from the date of the said procès-verbal the treaty would come into force between the high contracting parties who had ratified it:

And whereas the said treaty having been ratified by Austria and three of the principal Allied and Associated Powers, including His Majesty, such a procès-verbal as aforesaid has been drawn up dated the sixteenth day of July, nineteen hundred and twenty:

And whereas treaties of peace with other belligerents not having yet been ratified it is desirable to declare the date which is to be treated as the date of the termination of war with Austria before declaring the date which is to be treated as the date of the termination of the present war:

Now, therefore, His Majesty, by and with the advice of His Privy Council, is pleased to order, and it is hereby ordered, that the said

sixteenth day of July shall be treated as the date of the termination of war between His Majesty and Austria.

22nd July. [*Gazette*, July 23.

Foreign Office Notice.

REVIVAL OF TREATIES WITH GERMANY.

In accordance with Article 289 of the Treaty of Versailles of the 28th June, 1919, notice was given to the German Government on 25th June, 1920, that the following bilateral treaties between the British Empire and Germany are revived from the date of this natice :—

I.—*Extradition.*

(a) Treaty signed in London on the 14th May, 1872, between Great Britain and Germany for the mutual surrender of fugitive crimina's.

(b) Treaty signed in Berlin on the 17th August, 1911, relating to the extradition of fugitive criminals between certain British Protectorates and Germany.

II.—*Parcel Post.*

Agreement signed in London on the 3rd November, 1894, and in Berlin on the 14th November, 1894, between the British and German Post Offices concerning the exchange of parcels by parcel post; with the modifications subsequently effected directly between the respective postal administrations, including the Exchange of Notes between those administrations, dated respectively the 24th January, 1920, and the 6th February, 1920, in regard to the method of settlement of accounts.

III.—*Money Orders.*

(a) Agreement signed in London on the 9th January, 1908, and in Berlin on the 8th February, 1908, between the Post Office of the United Kingdom of Great Britain and Ireland and the Post Office of the German Empire for the exchange of money orders, including the modification effected by exchange of Notes between the British and German postal administrations dated respectively the 24th January, 1920, and the 6th February, 1920, in regard to the method of settlement of accounts.

The use of the words "German Protectorates" and "German Postal Agencies in foreign countries" in Articles 1, 5, 8 and 17 is contrary to the stipulations of the Treaty of Versailles. These words are therefore not included in the revival and must be regarded as excised from the Agreement.

(b) Arrangement between the Money Order Department of the Government of India and the Post Office Department of the German Empire, signed in Berlin the 20th May, 1880, and in Simla the 22nd June, 1880, for the exchange of money orders. [*Gazette*, July 23.

Board of Trade Orders.

TREATY OF VERSAILLES: DISSOLUTION OF CONTRACTS.

Notification was given by His Majesty's Government to the German Government on 9th July under Article 299 (b) of Treaty of Versailles in the following terms :—

The dissolution of contracts by Article 299 is not considered to affect the proprietary interests of shareholders or debenture holders of companies, or the constitution of companies, but in order that no doubt may exist on the point notice is given in accordance with Article 299 (b) that the execution of contracts conferring proprietary rights on shareholders or debenture holders of companies and of contracts for the constitution of companies is required in the general interest.

[*Gazette*, July 27.

THE PROFITEERING ACTS, 1919 AND 1920, ORDER (No. 13).

[Recital.]

Now, therefore, the Board of Trade do hereby declare that the articles of food set out in the Schedule annexed hereto are articles of a kind in common use by the public, and do hereby order that section 1 of the Profiteering Act, 1919 (9 & 10 Geo. 5, c. 66), as amended by the Profiteering (Amendment) Act, 1920 (10 & 11 Geo. 5, c. 13), shall apply to each article of food specifically mentioned in the Schedule hereto.

This Order shall come into force as from the twenty-seventh day of July, 1920, and may be cited as the Profiteering Acts, 1919 and 1920, Order (No. 13).

24th July.

SCHEDULE.

The following articles of food (included in this Schedule by agreement with the Food Controller) :—

52. Bacon (Imported).
53. Ham.
54. Lard (Home Produced). [*Gazette*, July 27.

THE PROFITEERING ACTS, 1919 AND 1920, ORDER (No. 14).

[Recital.]

Now, therefore, the Board of Trade do hereby declare that the articles of food set out in the Schedule annexed hereto are articles of a kind in common use by the public, and do hereby order that section 1 of the Profiteering Act, 1919 (9 & 10 Geo. 5, c. 66), as amended by the Profiteering (Amendment) Act, 1920 (10 & 11 Geo. 5, c. 13), shall apply to each article of food specifically mentioned in the Schedule hereto.

This Order shall come into force as from the second day of August, 1920, and may be cited as the Profiteering Acts, 1919 and 1920, Order (No. 14).

24th July.

SCHEDULE.

The following articles of food (included in this Schedule by agreement with the Food Controller) :—

55. Dried Fruits.

[*Gazette*, July 27.

Ministry of Food Orders.

THE POTATOES ORDER, 1920.

Notice of Revocation.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 19th July, 1920, the Potatoes Order, 1920 [S. R. & O., Nos. 419 and 898 of 1920], but without prejudice to any proceedings in respect of any contravention thereof.

15th July.

Societies.

The Law Society.

THE REPORT OF THE COUNCIL.

(*Continued from page* 639.)

Central London County Court.—At the special general meeting of the Society, held in January last, the following resolution was passed by a small majority:—"That it would be to the advantage and convenience of solicitors and barristers practising in county courts to have a branch of the Westminster County Court established at the Strand Law Courts, where contested county court causes could by agreement be tried irrespective of jurisdiction" The subject was referred to the County Courts Committee, who reported upon it, and as a result the Council are at the present time in communication with the Lord Chancellor on the matter.

Allowances to Witnesses in County Court Actions.—Members of the Society, having suggested to the Council that the allowances to witnesses in county court actions are inadequate to meet present-day requirements, and that an effort should be made to increase them, the Council communicated on the subject with the County Court Registrars' Association, who expressed their concurrence. The Council, being of the same opinion, asked the Lord Chancellor to give the subject sympathetic consideration. As a result the new county court rules include provisions under which allowances to witnesses may be increased.

Proceedings against the Crown.—The Council, having been requested by the Incorporated Law Society of Liverpool to consider the desirability of urging the abolition of procedure by petition of right and the substitution of procedure with regard to actions against the Crown identical with that against any member of the public, requested the views of the Bar Council on the subject. After lengthy consideration, the Bar Council passed the following resolutions:—

"1. Subject to a proper reservation as to documents, the production or disclosure of which would be against the interests of the State, a party should have in all litigation with the Crown the same right of discovery against the Crown as one subject has against another subject.

"2. That, having regard to the expense, inconvenience and delay involved in procedure by petition of right, English information and Latin information, such procedure should be abolished, and civil proceedings by and against the Crown should be instituted in the same manner and governed by the same rules of procedure as civil proceedings by and against other parties, but so that the right of discovery against the Crown should be limited, as indicated (1) above."

The Council, finding themselves entirely in accord with these resolutions, passed resolutions in identical form, and communicated them to the Lord Chancellor, who has promised that they shall receive careful consideration. The Royal Commission on Delay in the King's Bench Division recommended in 1913 that procedure by originating summons should be substituted for procedure by information in Revenue cases. The recent Royal Commission on the Income Tax has also dealt with the matter.

Sheriffs' Fees.—At the request of the Under-Sheriffs' Association, the Council took into their consideration the question of the adequacy or otherwise in present circumstances of sheriffs' fees. The question was originally raised with regard to the fee of 5s. per day paid to the sheriff's officer for keeping possession. It appeared to the Council that obviously this fee is inadequate—indeed, the Council have no difficulty in believing that under-sheriffs find it practically impossible to secure men to do this work for the payment referred to. It seemed, however, to the Council, that the entire list of fees merited reconsideration, and they intimated to the Lord Chancellor their opinion that there should be an adequate increase of the possession fee, and that all the other fees in the list should be increased by 33⅓ per cent., with the exception of the fees for poundage and auctioneers' commission.

National Health Insurance Bill: Unemployment Insurance Bill.—Each of these Bills contain a clause empowering the Ministers concerned to authorize inspectors and other agents to conduct proceedings under the Acts, although they may not be barristers or solicitors.

With regard to these clauses, the Council were faced with the difficulty that a similar clause is to be found in the Factory and Workshops Act, 1901. They, however, expressed strong objection to the clauses, and they attended upon the Minister of Labour by deputation, and pointed out to him their dangers from the public point of view. The Minister promised to give the representations made to him sympathetic consideration. The Solicitor-General promised also careful consideration of the matter.

As a result of the Council's intervention, in which they were assisted by the Bar Council, and particularly by Sir J. G. Butcher, K.C., M.P., the Minister concerned gave an undertaking in the House of Commons that the power given will be exercised only in small and trifling cases which the legal advisers of the Ministry may consider suitable for being dealt with in the way indicated.

Country-Solicitors' Attendances at Trials in London.—The Associated Provincial Law Societies, having urged that there should be an amendment of ord. 65, r. 27, regulation 29, so as to confer upon taxing masters a discretion to allow country solicitors' costs on attendance at trials of actions in London, the Council regarded the suggestion as reasonable, and expressed their approval of it.

Solicitors' Clerks.—Communications have passed between the Council and the Federation of Law Clerks at intervals during the past year regarding the salaries paid by solicitors to their clerks, and in February last the Council issued a notice that they believed the profession generally had recognized the fall in the pre-war value of money, and had increased the remuneration of their staffs accordingly, but in case this should not be so, they desired to give publicity to their opinion that pre-war wages should be raised, and they did this the more readily as their efforts to obtain an increase in professional charges had been partially successful, in that the claim for such increased charges had to some extent been based on the increase in the remuneration of their clerks.

(*To be continued.*)

United States Copyright.

The following letter appeared in the *Times* of the 27th inst.:—

Sir,—May I direct the attention of British authors to the fact that the initial term of protection granted by the Legislature of the United States to copyright property endures for twenty-eight years from the date of first publication, with the right vested in "the author, if still living, or the widow, widower or children of the author if the author be not living, or if such author, widow, widower or children be not living, then the author's executors, or, in the absence of a will, his next of kin," to apply for a renewal for a further term of twenty-eight years, provided that the application is made and registered at the Copyright Office at Washington within one year prior to the expiration of the initial term?

In view of the fact that the first American Act under which British copyright owners obtained protection was passed in 1891, it is obvious that from now onwards a large number of copyrights in the United States will be lost annually unless steps are taken to obtain the further twenty-eight years provided for in the Act.

Yours faithfully,

G. HERBERT THRING, secretary, The Incorporated Society of Authors, Playrights and Composers.

1, Central-buildings, Tothill-street, Westminster, S.W. 1.
23rd July.

The First Meeting of the Assembly of the League of Nations.

In accordance with the terms of the Covenant of the League of Nations, which provides that the first meeting of the Assembly shall be convened by the President of the United States, President Wilson makes known by the following telegram the date and place of the meeting:—

> At the request of the Council of the League of Nations that I summon a meeting of the Assembly of the League of Nations, I have the honour, in accordance with the provisions of Article 5 of the Covenant of the League of Nations, to summon the Assembly of the League to convene in the City of Geneva, the seat of the League, on the fifteenth day of November, 1920, at eleven o'clock.

All States members of the League have been invited to notify the Secretary-General of any questions which they wish to have included in the order of the day for the Assembly, which, according to the terms of the Covenant, may deal with any matter within the sphere of action of the League or affecting the peace of the world.

Legal News.

Appointment.

Mr. JOHN GRANT GIBSON, at present Official Receiver for the Bankruptcy Districts of the County Courts holden at Manchester, Ashton-under-Lyne and Stalybridge, Salford, Bolton and Stockport, has been appointed to be also Official Receiver for the Bankruptcy Districts of the County Courts holden at Oldham and Rochdale, as from 2nd August.

Changes in Partnerships.

Dissolution.

ARCHIBALD NEILL, REGINALD STEVENS LORD, EDWIN KENNEDY HILTON, and HERBERT STANLEY HOLMES, solicitors (Sale & Co.), 29, Booth-street, Manchester. June 30. So far as regards the said Reginald Stevens Lord, who has retired from the firm; the said Archibald Neill, Edwin Kennedy Hilton and Herbert Stanley Holmes are carrying on the said business under the same name and at the same address.

[*Gazette*, July 23.

Business Changes.

His Majesty's Government, having released Clement's-inn, which was requisitioned for war purposes, Messrs. SHEARD, BREACH, WACE, & ROPER, solicitors, of Cromwell House, 6, 8 and 9, Surrey-street, Strand, W.C. 2, are returning to their old offices, and their address after Monday, the 26th inst., is therefore 2, Clement's-inn, Strand, London, W.C.

Information Required.

ROBERT NORTON, Deceased.—Will or Assets.—Information concerning any will or assets of the late Robert Norton, of 59, Mark-lane, E.C., is requested by Mr. Walter Cook, of 59, Gracechurch-street, E.C., solicitor for administratrix.

TO SOLICITORS.—Re CARTER.—Will any solicitor who has any knowledge of a will (subsequent in date to October, 1913) of Mrs. Clemence Anne Albertine Louise Marie Carter, who was commonly known as Albertine Clemence Carter, and was the wife of Malcolm Carter, of 224, Walm-lane, Cricklewood, barrister-at-law, please communicate with Messrs. Park, Nelson, & Co., Solicitors, 11, Essex-street, Strand, London.

General.

Mr. Peregine Hammonds, of Exeter Buildings, Redland, Bristol, retired solicitor, Lord of the Manor of Berrow, Somerset, formerly a well-known cricketer and racquets player, left estate of gross value £16,809.

At Hampstead on Wednesday Gerald Algar, of Hampstead, was fined £5 on each of four summonses for making false returns of rents received by him in respect of two tenement houses. The Town Clerk said that the returns sent to the Valuation Committee by the defendant made the rents appear to be nearly 50 per cent. less than what was actually received. The defendant said that in filling up the forms he had deducted rates and taxes, as he did not consider those formed part of the rent.

The *Times* correspondent at Paris, in a message dated 22nd July, says:—Married women's rights are coming up for serious discussion in France. The French Civil Code lays down that the husband must be obeyed, but a Bill has been placed before the Senate by M. Louis Martin to modify this. He moves the suppression of the article of the French Code, which reads:—"The husband owes protection; the wife owes obedience to the husband." The time has arrived, he thinks, for the husband to be but a constitutional monarch. There will be many who will oppose the opening of this door to what has often been called "domestic Bolshevism," for already if the husband abuses his power the wife has effective legal remedies.

Sir Charles Willie Mathews, Bt., K.C.B., of Sloane-street, S.W., and of the Treasury, Whitehall, Director of Public Prosecutions since 1908, who died on 6th June last, aged seventy, left estate of the gross value of £23,848, with net personalty £23,535. Probate of his will, dated 31st October last, has been granted to his widow, Dame Lucy Mathews, of the same address, and "my faithful clerk and friend" George Moorman, of Richmond-terrace, Whitehall, S.W. The testator left all his property to his wife, but directed that if he should die in London or within fifty miles thereof, his remains should be cremated at Golders Green, and the ashes buried in the grave purchased by him at Putney Vale Cemetery, but if he should die elsewhere his remains should be buried in the nearest churchyard.

At the Lambeth County Court, on Tuesday, says the *Times*, Arthur Randle, traveller, of Millett-road, Brixton, asked Judge Parry to fix the standard rent of four rooms he occupied. Mrs. Randle stated that she took the rooms on 11th November at £1 5s. a week. She had since learned that the previous tenant paid only £1 a week. The rent of the house was £40 a year. The landlady, Mrs. Richards, said the plaintiff only took the rooms temporarily, and was glad to have them at 25s. a week. Judge Parry: Even at £1 a week she is paying more than the rent of the whole house. Mrs. Richards added that she expected the rent would shortly be raised to £52 a year. She had also to pay rates and taxes. Judge Parry fixed the standard rent at £1 a week, and ordered the landlady to repay £6 10s. excess rent charge.

In the House of Commons, on Monday, Mr. Bridgeman, Parliamentary Secretary to the Board of Trade, in reply to Mr. Kenyon, stated that on 30th June last convictions had been obtained and fines imposed in 128 prosecutions under the Profiteering Acts. The following were the particulars of the fines imposed:—In three cases, fines of £100; in seven cases, fines of £50; in one case, a fine of 25 guineas; in twelve cases, fines of £25; in one case, a fine of £22; in seven cases, fines of £20; in one case, a fine of £18; in five cases, fines of £15; in one case, a fine of £12; in fifteen cases, fines of £10; in one case, a fine of £8; in three cases, fines of £7; in thirty-five cases, fines of £5; in three cases, fines of £4; in five cases, fines of £3; in one case, a fine of £2 10s.; in thirteen cases, fines of £2; in twelve cases, fines of £1; and in two cases, fines of 10s. In no case had a sentence of imprisonment been imposed.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, July 23.

DERBYSHIRE PUBLIC HOUSE TRUST CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before Aug. 20, to send in their names and addresses, and particulars of their debts or claims, to Messrs. Hart & Cooper-Parry, 43, Wardwick, Derby, liquidators.

VALLEY RING MILL, LTD. (IN VOLUNTARY LIQUIDATION.).—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to James Welburn, 36, Battersby-st., Rochdale, liquidator.

UNION RING MILL, LTD. (IN VOLUNTARY LIQUIDATION.).—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to James Welburn, 36, Battersby-st., Rochdale, liquidator.

CROFT MILL, LTD. (IN VOLUNTARY LIQUIDATION.).—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to Fred Longbottom, 65, King's-road, Rochdale, liquidator.

CLOVER MILL (ROCHDALE), LTD. (IN VOLUNTARY LIQUIDATION.).—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to Frank Sunderland Roberts, Daisy Bank, Bamford, near Rochdale, liquidator.

STATE MILL, LTD. (IN VOLUNTARY LIQUIDATION.).—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to Robert Edward Milne, 35, New Barn-la., Rochdale, liquidator.

ENSOR MILL, LTD. (IN VOLUNTARY LIQUIDATION.).—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to James Turner Crossley, 48, Bruce-st., Rochdale, liquidator.

"STRAND" (HULL) PICTURE THEATRE, LTD.—Creditors are required, on or before Sept. 14, to send their names and addresses, and the particulars of their debts or claims, to Walter Ernest Scott, Union and Smiths Bank Chambers, Silver-st., Hull, liquidator.

BOURNE HOUSE PRINTING WORKS, LTD.—Creditors are required, on or before Aug. 31, to send in their names and addresses, and full particulars of their debts or claims, to Alfred Ernest Turberville, 15, Queen-st., liquidator.

SMITH, GOERG & CO., LTD.—Creditors are required, on or before Aug. 23, to send

their names and addresses, and the particulars of their debts or claims, to William Ernest Smith, 40 and 42, King William-st., liquidator.

LIVERPOOL DISTRICT AND NORTH WALES WHOLESALE MEAT SUPPLY ASSOCIATION, LTD.—Creditors are required, on or before Aug 10, to send their names and addresses, and the particulars of their debts or claims, to R. P. Jowett, 10, Cook-st., Liverpool liquidator.

London Gazette.—TUESDAY, July 27.

STAR SPINNING CO., LTD.—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Harold Hague, 2, Waterloo-st., Oldham, liquidator.

EDGCOTE SHORTHORN CO., LTD.—Creditors are required to send forthwith their names and addresses, and the particulars of the debts or claims, to Percy W. Straus, 7, Great Winchester-st., liquidator.

PARKSIDE SPINNING CO., LTD.—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Harold Hague, 2, Waterloo-st., Oldham, liquidator.

ATALLAH, LTD.—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen Street-pl., liquidator.

JEAYES, KASNER & CO., LTD. (IN LIQUIDATION.).—Creditors are required, on or before Sept. 15, to send in their names and addresses and full particulars of their debts or claims, to James B. Reeves, 23, Queen Victoria-st., liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, July 16.

Frank Myatt & Co., Ltd.
John Petrie, Junr., Ltd.
"My Garden Illustrated," Ltd.
Looker-on Printing Co., Ltd.
Film Rights, Ltd.
Sydney Clifford, Ltd.
Fred Pitcher, Ltd.
Lancashire Light Railways Co., Ltd.
Roedean (Junior House) School Site and Buildings, Ltd.
Roedean School Site and Buildings, Ltd.
North Metropolitan Theatres, Ltd.
Stockport Public Hall Co., Ltd.
Alexandria Produce and Export Co., Ltd.
Henry Bull & Co., Ltd.
Boot Laces, Ltd.
Oxford Street Land Investment Co., Ltd.
London Warming & Ventilating Co., Ltd.
Gold Coast Cold Storage Co., Ltd.
Gale (Artificial Limb) Co., Ltd.
Whitby Steam Shipping Co., Ltd.
American Typewriter Reconstruction Co., Ltd.
Benwall, Ltd.
Nightingale & Co., Ltd.
Constructions Rapides (France and Belgique), Ltd.
R. P. Reay & Co., Ltd.
Bala Gas Co., Ltd.
Express Coasting Co., Ltd.
Charles Sharpe & Co., Ltd.
Kirkwood Kirkpatrick, Ltd.
Mirfield Conservative Club Buildings Co., Ltd.
Midland Farm Service Co., Ltd.
Ynysavon (1916) Colliery Co., Ltd.
Blane & Martinez, Ltd.
Humberstone Mills, Ltd.
New Briggate Picture Houses, Ltd.
Horace W. Cullum & Co., Ltd.

London Gazette.—TUESDAY, July 20.

Woolleys (Costumiers), Ltd.
Insulation & Metal Fitments, Ltd.
Shelf Waterworks Co., Ltd.
Sparth Brickworks, Ltd.
Wilson & Maguire, Ltd.
H. J. Webb & Co. (Smithfield, London), Ltd.
Redgar Estates Co., Ltd.
Camborne Posting Co., Ltd.
Institute of Massage and Remedial Gymnastics.
Cinnamon, Ltd.
Chetwin and Newark, Ltd.
Superior Shoe Findings Co., Ltd.
Cumberland Pitwood Association, Ltd.
Harry A. Gee & Co., Ltd.
John Crowther & Co., Ltd.
Whittall, Saltiel Co., Ltd.
Dobroyd Steam Trawling Co., Ltd.
Robin Hood Steam Trawling Co., Ltd.
Leeds Public Cocoa Houses Co., Ltd.
W. H. Hincksman, Ltd.
South Wales (Siemen's Patent) Glass Manufacturing Co., Ltd.
Durax Dustless Roads, Ltd.
Coptrod Brickworks, Ltd.
Hull Ship Repairing & Dry Dock Co., Ltd.
Summit Brickworks, Ltd.
No. 9 Church & District Investment Co., Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 23.

GUNNING, EDWARD GEORGE FRANCIS, Sussex-mans. Oct. 12. Newton v. Gunning, Astbury, J. George Harry Willis, 59, Chancery-lane.

Under 22 & 23 Vict. cap. 35.

London Gazette.—TUESDAY, July 20.

LAST DAY OF CLAIM.

BOOTH, GEORGE HENRY, Bolton, Musical Instrument Maker. Aug. 16. Harold Fairbrother, Bolton.

BUSSELL, JAMES, Chardstock, Devon, Farmer. Aug. 15. W. E. Pitfield Chapple, Axminster.

CLARKSON, RICHARD HENRY, Mountnessing, Essex, Farmer. Aug. 31. Gepp & Sons, Chelmsford.

CROSSLEY, ELLEN, Bolton. Aug. 27. Harold Fairbrother, Bolton.

CRUMP, ARTHUR FARQUHARSON, Hull, Feather Curler. Aug. 28. Locking, Holdich & Locking, Hull.

DOBBS, WILLIAM FRANCIS, Birmingham. Aug. 14. Burton & Clark, Birmingham.

GILLART, CHRISTOPHER, Jarrow, Durham. Aug. 16. Hannay & Hannay, South Shields.

GOUGH, OWEN, Jun., Northwich, Farmer. Aug. 24. Robert Davies & Co., Warrington.

GRISWOLD, SARAH ANN, Stainland, Yorks. Aug. 27. David Garnett, Elland.

LEE, WILLIAM, Eardington, Birmingham. Aug. 21. Sanders, Locker & Parish, Birmingham.

LEWTHWAITE, WILLIAM, Millom, Cumberland, Accountant. Aug. 23. W. T. Lawrence, Millom, Cumberland.

LIVINGSTONE, JANE MARY, Sydenham. Aug. 31. Albert M. Worrell, 2, Warwick-st., Regent-st.

MEARA, MARIANNE, Hove. Sept. 1. G. B. Laurence & Co., 19, Lincoln's Inn-fields.

MORGAN, WILLIAM, Gorseinon. July 31. D. Harries Bowen, Gorseinon.

MORRIS, Rev. JOSEPH, Brighton. Aug. 25. Andrews, Barrett & Wilkinson, Weymouth.

NIVEN, DOUGLAS SCOTT, Woldingham, Surrey. Aug. 26. James & James, 23 Ely-pl.

PIERREPONT, THOMAS, Liscard, Chester. Aug. 20. J. F. Read & Brown, Manchester

ROGERS, NANNIE WADSWORTH, Philadelphia, Pennsylvania, U.S.A. Aug. 31. R. C. Bartlett, 44, Bedford-row.

SEABANCKE, CATHARINE MARY, Bexhill-on-Sea. Aug. 30. Thorowgood, Tabor & Hardcastle, 11, Copthall-ct.

TARNER, EDWIN TILSBURY, Brighton. Sept. 1. Henry Cave, Brighton.

TEVERSHAM, HENNRY, Arbuthnot-rd., New Cross. Aug. 25. May, Sykes, Sheffield & Co., 2, Laurence Pountney-hill.

THOMAS, WILLIAM MASSEY, Gresford, Denbigh, Estate Agent. Aug. 31. Sampson & Co., Liverpool.

TIRWHITT, LOUISA HARRIET, Sevenoaks, Kent. Aug. 27. Robins, Hay, Waters & Hay, 9, Lincoln's Inn-fields.

WARD, JAMES FOSTER, Handsworth, Birmingham, Manufacturer. Aug. 10. Edwin Jaques & Sons, Birmingham.

WARRINGTON, JAMES, Altrincham, Chester. Aug. 21. Arthur Payne, Manchester.

WATTS, RICHARD, Bromham, Wilts. Aug. 20. Norris & Hancock, Devizes, Wilts.

WATSON, MARY, South Shore, Blackpool. Aug. 16. Will J. Read, Blackpool.

WEBBER, JAMES, Westbourne, Bournemouth. Aug. 17. Avery, Son & Fairbairn, 18, Finsbury-sq.

WOLSELEY, LOUISA, Dowager Viscountess, Hampton Court Palace, Middlesex. Aug. 18. Halsey, Lightly & Hemsley, 32, St. James's-pl.

WORDSWORTH, JOHN FISHER, Ambleside, Westmorland. Aug. 31. Alsop, Stevens, Crooks & Co., Liverpool.

Bankruptcy Notices.

London Gazette.—TUESDAY, July 13.

RECEIVING ORDERS.

PICKERING, —, Chalfont-st., Upper Baker-st. High Court. Pet. March 11. Ord. July 8.

SHIRLEY, WILLIAM, Stockport, Boot Factor. Stockport. Pet. July 9. Ord. July 9.

SOLSBERG, JOSEPH, Music Hall Artiste, and MARGARET SOLSBERG, Upper Gloucester-pl., Regent's Park. High Court. Pet. June 15. Ord. July 8.

TAYLOR, ROBERT NATHANIEL, Elsham-rd., Kensington, Theatrical Producer. High Court. Pet. July 8. Ord. July 8.

TOWNS, HENRY, Tyndale-pl., Islington. High Court. Pet. Jan. 2. Ord. June 3.

VICARS, ALFRED, Wellingborough, Leather Merchant. Northampton. Pet. July 9. Ord. July 9.

WEINSTEIN, ABRAM, Margaret-pl., Virginia-rd., Cabinet Maker. High Court. Pet. May 26. Ord. July 8.

ZIEGEL, L., Oxford-st., Foreign Bookseller. High Court. Pet. June 1. Ord. July 8.

FIRST MEETINGS.

ALLAN, RALPH, Chavey Down, Bracknell, Berks. July 30 at 11.15. County Court Offices, Frome.

ASHCROFT, HENRY, Bootle, Tailor. July 21 at 11.30. Off. Rec., 11, Dale-st., Liverpool.

CLAPHAM, THOMAS HENRY, South Shields, General Dealer. July 23 at 11. Off. Rec., 4, Northumberland-st., Newcastle-upon-Tyne.

CORBEAUX, EDWARD HARVEY, Canterbury, Licensed Victualler. July 21 at 11. Off. Rec., 68A, Castle-st., Canterbury.

DAVIES, EVAN JOHN, Penbryn, Grocer. Cardiganshire. July 22 at 11.30. Off. Rec., 4, Queen-st., Carmarthen.

DIMMICK, DAVID FRANK, Great Grimsby, Watchmaker. July 21 at 11. Off. Rec., St. Mary's-chambrs., Great Grimsby.

ETCHES, ARTHUR OSWALD, Scarborough. July 20 at 11.30. Off. Rec., 48, Westborough, Scarborough.

FINLAY, C. B., Richmond. July 21 at 11.30. 132, York-rd., Westminster Bridge-rd.

HARBORD, Capt. the Hon. VICTOR ALEX. CHARLES, Bond-st. July 22 at 12. Bankruptcy-bldgs., Carey-st.

HAWKINS, JOHN GEORGE, Upton Pyne, Devonshire, Dairyman. July 21 at 3. Off. Rec., 9, Bedford-circus, Exeter.

HOWARD, ERNEST, Trealaw, Glam., Grocer. July 22 at 11.30. St. Catherine's-chmbrs., St. Catherine-st., Pontypridd.

JONES, ARTHUR SIDNEY, Brook-rd., Stoke Newington, Bank Clerk. July 22 at 11. Bankruptcy-bldgs., Carey-st.

PEARSON, FRANK, New Mills, Derby, Nurseryman. July 21 at 3. Off. Rec., Byrom-st., Manchester.

PICKERING, —, Chalfont-st., Upper Baker-st. July 21 at 12. Bankruptcy-bldgs., Carey-st.

SOLSBERG, JOSEPH, Music Hall Artiste, and MARGARET SOLSBERG, Upper Gloucester-pl., Regent's Park. July 22 at 12. Bankruptcy-bldgs., Carey-st.

STEVENS, RICHARD TYLER, and AMY STEVENS, Leicester, Drapers. July 20 at 3. Off. Rec., 1, Berridge-st., Leicester.

STEWART, CHARLES DARLING, Wyken, Warwick. July 19 at 12. Off. Rec., 8, High-st., Coventry.

TAYLOR, ROBERT NATHANIEL, Elsham-rd., Kensington, Theatrical Producer. July 21 at 11. Bankruptcy-bldgs., Carey-st.

TOWNS, HENRY, Tyndale-pl., Islington. July 26 at 12. Bankruptcy-bldgs., Carey-st.

WEINSTEIN, ABRAM, Virginia-rd., Cabinet Maker. July 23 at 11. Bankruptcy-bldgs., Carey-st.

ZIEGEL, L., Oxford-st., Foreign Bookseller. July 22 at 11. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

BUDDERY, PERCIVAL JOSEPH, Hammersmith-rd. High Court. Pet. May 20. Ord. July 9.

CLAPHAM, THOMAS HENRY, South Shields, General Dealer. Newcastle-upon-Tyne. Pet. July 7. Ord. July 9.

CLARKE, Major EDWARD ERNEST, Savoy Hotel, Strand. High Court. Pet. May 15. Ord. July 9.

CUNNINGHAM, JOHN, Devonport. Plymouth. Pet. April 20. Ord. July 8.

GERMAN, JAMES HENRY, Burnley, Fried Fish Dealer. Burnley. Pet. July 8. Ord. July 8.

GIFFORD, CHARLES ROBERT, Bushey, Herts. Barnet. Pet. May 19. Ord. July 10.

GRANT, HARRY COOK, Beaufort, Mon., Stone Mason. Tredegar. Pet. July 8. Ord. July 8.

HARRIS, ARTHUR LIONEL ROUMIEU, Chiswick, Commercial Traveller. High Court. Pet. June 11. Ord. July 8.

HAWKINS, JOHN GEORGE, Upton Payne, Devonshire, Thatcher. Exeter. Pet. July 6. Ord. July 6.

HOWARD, ERNEST, Trealaw, Glam., Grocer. Pontypridd. Pet. July 8. Ord. July 8.

JONES, ARTHUR SIDNEY, Stoke Newington, Bank Clerk. High Court. Pet. June 7. Ord. July 9.

MELLETT, M., Stamford Hill, Jeweller. High Court. Pet. Feb. 23. Ord. July 10.

SCOTT, A. E., Hampstead. High Court. Pet. May 12. Ord. July 8.

VICKERS, ALFRED, Wellingborough, Leather Merchant. Northampton. Pet. July 9. Ord. July 9.

WANT, GEORGE, Regent's Park, Baker. High Court. Pet. May 17. Ord. July 8.

ADJUDICATIONS ANNULLED AND RECEIVING ORDERS RESCINDED.

CLAYTON, HENRY, Monton, Lancs., Grocer. Salford. Adjud. and Receiving Order Sept. 13, 1898. Annul. and Dis. June 22, 1920.

FORREST, JAMES, Rhyl, Flint, Restaurant Keeper. Bangor. Adjud. and Ord. March 26, 1908. Annul. and Rsc. July 5, 1920.